

## **Cheshire East Borough Council**

### **GUIDANCE DOCUMENT**

#### **REQUEST FOR QUOTATION**

#### **CONTRACT FOR THE PROVISION OF AN ONLINE PLATFORM WHICH WILL FACILITATE THE EFFECTIVE TRADING OF COUNCIL SERVICES WITH SCHOOLS AND OTHER EDUCATION SETTINGS**

**PERIOD: 1<sup>st</sup> August 2021- 31<sup>st</sup> July 2024 with 2 x 12  
months extension available**

**CHEST REF: DN542472**

**INTERNAL REF: 20 007**

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Version 17

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**OFFICIAL**

## SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
Contract Description:	Contract for the provision of an online platform which will facilitate the effective trading of Council services with schools and other educational settings
Quantity:	As per specification
Period of Contract:	1st August 2021- 31st July 2024 with 2 x 12 months extension available
Procurement Officer:	Lydia Russell
Submission instructions:	<p>Submissions must be received via The Chest  <a href="https://www.The-Chest.org.uk">https://www.The-Chest.org.uk</a></p> <p>Please note you are required to register, express an interest, download the Request For Quotation (RFQ) documentation and upload the completed RFQ documentation by below deadline.</p>

### Indicative Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Request For Quotation	14:00 07 <sup>th</sup> May 2021
Deadline for Clarification questions	By 12:00 Noon 28 <sup>th</sup> May via Chest
Deadline for Submission of Quotations	14:00 4 <sup>th</sup> June 2021
Evaluation of Quotations	W/C 7 <sup>th</sup> June 2021
Notification of result of evaluation	W/C 21 <sup>st</sup> June 2021
Expected Contract commencement	1 <sup>st</sup> August 2021

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## **IMPORTANT NOTICE – GENERAL**

This Request for Quotation (“RFQ”) is issued to those companies who have

expressed an **interest** (“bidders”) to **Cheshire East Council** (the “Council”) to provide an Online educational services trading platform (the “Contract”), their professional advisers and other parties essential to preparing a Quotation for this Contract (the “Quote”) and for no other purpose.

The contents of this RFQ, and of any other documentation sent to you in respect of this quotation process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you should destroy this RFQ and all associated documents immediately and not retain any electronic or paper copies.

No bidder will undertake any publicity activities with any part of the media in relation to the Contract or this RFQ process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This RFQ is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained therein and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the quotation process at any point. The Council is not liable for any costs resulting from any cancellation of this Quotation process nor for any other costs incurred by those quoting for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant UK legislation, particularly in relation to The Public Contracts Regulations 2015.

<http://www.legislation.gov.uk/ukSI/2015/102/contents/made>

## **IMPORTANT NOTICE: CONSORTIUM BIDDERS**

### **Consortia Bids**

If the Bidder is bidding on behalf of a group, for example, a consortium, or intends to use sub-contractors, there are different actions required for completion of Part 3 of the standard Selection Questionnaire compared to Part 1 and Part 2.

The consortium lead should complete all of the questions on behalf of the consortium and/or any sub-contractors. The consortium lead should make it clear who the lead member of the group is, and who will be contractually responsible for

delivery of the Contract.

All members of the group are required to provide the information required in Part 3 of the standard Selection Questionnaire or procurement documents, as part of a single composite response (unless the question specifically directs otherwise). We may require members of the group to assume a specific legal form if awarded the Contract and, if considered necessary for the satisfactory performance of the Contract. Where the group is proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV) or consortium, they should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity. They should also provide the name for the new entity and details of its legal and operational structure. An SPV is a legal entity that is formed to perform a specific contract.

Consortium arrangements may be subject to future changes and any updates to the bidding model should be provided to the Council so that a further assessment can be carried out (by applying the selection criteria to the new information provided). The Council reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

## **INSTRUCTIONS**

### **1. BACKGROUND**

- 1.1 The Services are for the provision of an online platform to facilitate the effective trading of Council services with schools and other educational settings
- 1.2 Further details of the Council's requirements under the Contract and other relevant information are provided in the **Service Specification**.
- 1.3 If you have any questions or require any clarifications, please contact the Procuring Officer via The Chest [[www.the-chest.org.uk](http://www.the-chest.org.uk)] by the deadline in the timetable.
- 1.4 Other than the person identified at clause 1.3, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this RFQ or any other matter relating to the Contract.

- 1.5 The Council reserves the right to issue supplementary documentation at any time during the quotation process to clarify any issue or amend any aspect of the RFQ. All such further documentation which may be issued shall be deemed to form part of the RFQ and shall supplement and/or supersede any part of the RFQ to the extent indicated.
- 1.6 Under the Contract the Council will require compliance with its policies. Bidders are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Quote.
- 1.7 The Council will not be held responsible for organisations who do not keep their Chest contact details up to date.
- 1.8 Organisations not currently operating in the UK should, when answering each of the questions substitute where relevant the appropriate legislation/codes of practice, equivalent accreditations, appropriate professional, registrar of companies, commercial or other register applicable within their domestic jurisdiction.

## **2. QUOTATION SUBMISSION REQUIREMENTS**

- 2.1 The Quote must be received in accordance with the relevant instructions no later than the date and time set out in the Timetable (above). Please ensure you leave sufficient time to upload your RFQ Response Document prior to the closing date/time. The Council cannot be held responsible for technical/ICT issues in leaving the uploading of your submissions too late.
- 2.2 Only one quotation is permitted from each Bidder. In the event that more than one is submitted by a Bidder, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.3 The Quote (including price) should remain valid for a minimum period of 90 days.
- 2.4 The Quote must not be qualified in any way.
- 2.5 Quotes submitted by post or fax will not be accepted. No submission received after the closing date and time will be considered other than where there are exceptional Circumstances, which may be considered by the Director of Governance & Compliance Services in his/her sole discretion. Please note that submissions, which are partly through being uploaded at the closing time, will be considered to have not been received.

- 2.6 Any signatures must be made by a person who is authorised to commit the Bidder to the Contract.
- 2.7 **Submissions must be made using the response document only; answers to questions must be in the box provided within the response document. Please note that cross referencing information is not deemed a valid form of response by the Council. Cross referencing an answer, from a question's response to another, will not be taken into consideration and will result in a score of zero for that question.**
- 2.8 Please do not send any additional bidder literature, brochures, appendices, attachments if these have not been requested by the Council. Answers to accreditation / certification questions in the Response Document are self certify until award, unless the Council have specifically required additional literatures.
- 2.9 The Bidder should have the relevant levels of insurance in place at the time of bidding or agree to obtain prior to contract award.
- 2.10 Technical Support - Assistance  
If you experience any technical problems in using The Chest, please email [ProcontractSuppliers@proactis.com](mailto:ProcontractSuppliers@proactis.com) or telephone 0330 005 0352
- Bidder help guides are available on The Chest from [www.the-chest.org.uk](http://www.the-chest.org.uk)
- 2.11 **Social Value:** Cheshire East Council is committed to the Public Services (Social Value) Act 2012 (PSSVA 2012); ensuring that social, economic and environmental issues are considered at all stages of our commissioning and procuring process, and as part of the whole life cost of a contract.

Cheshire East Social Value Policy and Framework sit within the overarching Cheshire East Corporate Plan. The Corporate Plan consists of three priorities that demonstrate how Cheshire East Council will put the residents of Cheshire East first in the way that services are provided. These are –

**Open** – We will provide strong community leadership and work transparently with our residents, businesses and partners to deliver our ambition in Cheshire East.

**Fair** – We aim to reduce inequalities, promote fairness and opportunity for all and support our most vulnerable residents.

**Green** – We will lead our communities to protect and enhance our environment, tackle the climate emergency and drive sustainable development.

The Cheshire East Council Social Value Policy can be found at the following link [http://www.cheshireeast.gov.uk/business/procurement/procurement\\_strategy.aspx](http://www.cheshireeast.gov.uk/business/procurement/procurement_strategy.aspx)



Additional information on the PSSVA (2012) can be found at <https://www.gov.uk/government/publications/social-value-act-information-and-resources>

If Social Value forms part of the award criteria, it will be given a weighting and scored as per the evaluation matrix.

### 3. CONTRACT DOCUMENTS

- 3.1 Any resulting Contract will be on the Contractual Terms and Conditions (as attached at **Appendix B** which will incorporate the successful Quote.
- 3.2 The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.3 Please note that no work must be commenced by the successful Bidder and no payment can be made until the contractual terms and conditions are signed by both parties.
- 3.4 The Council reserves the right, as within Cheshire East Council's Contract Procedure Rules, to employ a Best and Final Offer stage (BAFO). Where that BAFO changes an element of evaluation criteria for the Core Requirement, then that element of the Bidder's Quote will be re-scored. This process will be managed through The Chest.

### 4. CLARIFICATIONS

#### 4.1. Pre-Submission Clarifications

- All clarifications raised by Bidders prior to the submission deadline (as indicated in the timetable) in regard to this RFQ must be submitted via the e-tendering portal – “The Chest”: [www.the-chest.org.uk](http://www.the-chest.org.uk) by the date shown on the “Indicative Timetable”.
- The Council shall endeavour to respond to queries within two working days. If the Council considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all Bidders.
- **Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during**

**the pre- submission clarification stage as the terms and conditions will NOT be open to negotiation post award.**

#### 4.2. Post-Submission Clarifications

- The Council reserves the right, after submissions have been opened, to clarify with any Bidder, any aspect of the submission and to retain all and any of the information supplied to it by the Bidder(s). It is imperative that all Bidders are readily available during the evaluation period of this submission and promptly respond to any evaluation requests. **NOTE: the messaging area of the Chest will be used for this purpose**, tenderers should ensure that they are receiving the relevant notifications and regularly checking this area until the process is complete and notifications have been sent; the Chest messaging area will be used to notify you of the evaluation results.
- The Council may decide to interview Bidders or hold clarification meetings to assist its RFQ process, and Bidders will be notified in due course.

### 5. SQ & RFQ: EVALUATION CRITERIA

The evaluation will be based upon two stages within a single RFQ Response Document and will have two key areas consisting of:

- A Mandatory 'Standard Selection Questionnaire' (SQ); and
- An RFQ 'Award' section, made up of:
  - Financial Evaluation
  - Qualitative Evaluation Questions

Only those offers that meet the qualifying criteria in the 'SQ', will then be scored against the RFQ 'Award' criteria. Those deemed not to meet the qualifying criteria within the SQ will not be considered further.

The Council does not undertake to accept the lowest priced or any quotation and reserves the right to accept the whole or any part of any quotation submitted.

Completed RFQ Response Documents will be evaluated against the award criteria set out in Table 2 below.

## 5.1 SQ Evaluation Matrix

The principles of the Public Contract Regulations 2015 will be followed and based upon the following criteria in Table 1, any quote failing any of the below mandatory criteria, giving rise to concerns which cannot be satisfied, will not be evaluated further.

**Table 1**

Schedule / Section	Assessment	“Fail” on
<b>Schedule 1</b> Form of Tender and Certificate of Non-Collusion & Non-Canvassing	This question is based on pass and fail. To accept formally by form or tender and confirm non collusion and canvassing.	No Acceptance /Signature of Schedule 1
<b>Schedule 2</b> Standard Selection Questionnaire (SQ)		
<b>Part 1 – Section 1</b> Potential Supplier Information	These sections are to be scored on a pass/fail basis.  If an Organisation does not provide correct details to the Council, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.	Incomplete Response
<b>Part 2 – Section 2</b> Grounds for mandatory exclusion	These sections are to be scored on a pass/fail basis.  If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.	Unlawful Actions
<b>Part 2 - Section 3.</b> Grounds for Discretionary Exclusion		Unlawful Actions
<b>Part 3 - Section 4 and 5</b> Economic and Financial Standing	This section is to be scored on a pass/fail basis.  If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.	Unlawful Actions
<b>Part 3 - Section 6.</b> Technical & Professional Ability	This section will be scored on a pass/fail basis	Incomplete Response

Schedule / Section	Assessment	“Fail” on
<b>Part 3 - Section 7.</b> Modern Slavery Act 2015	This section is to be scored on a pass/fail basis.  If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.	Unlawful Actions
<b>Part 3 - Section 8.</b> Additional SQ modules 8.1) Insurance 8.2) Data Security Questionnaire	Pass / Fail 8.1 ) Insurance requirements  (a) Employer’s Liability Insurance* = £10million  (b) Public Liability Insurance = £10million.  (c) Professional Indemnity Insurance = £1million.  8.2) Please complete Appendix 3	8.1) Unable to satisfy insurance requirements  8.2) Incomplete responses/ unsatisfactory explanations or a lack of evidence provided.
<b>Schedule 6.</b> Declaration	This is based on pass and fail. To accept completion of document formally.	No Acceptance /Signature of Schedule 6

## 6. PROJECT BRIEF/REQUIREMENTS

### 6.1 INTRODUCTION

Within the borders of Cheshire East there are 156 schools who provide education for over 55,000 children and young people. In addition, there are 3 colleges of Further Education and 16 independent schools, all of which are able to purchase or access education support services and training from the council via on an on-line platform. This contract will be awarded to the company who is able to provide a service which will facilitate continuity and development of the traded services as described above and also the specific requirements as described within the tender documentation.

### 6.2 REQUIREMENTS/SPECIFICATION

See Appendix A

## 7. SUBMISSION EVALUATION

### 7.1 RFQ 'Qualitative Evaluation Questions' Award Criteria

Response to Request for Quotation (RFQ) will be evaluated to determine the Most Economically Advantageous Tender (MEAT) taking into consideration the following award criteria:

- The Council does not undertake to accept the lowest price or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- Where the pricing of a Quotation is abnormally low The Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015 or if any form of modern slavery is suspected.  
<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>
- Each RFQ Response will be checked initially for compliance with all requirements of the RFQ.
- Tenders will be evaluated against the award criteria set out below in Table 2 and further detailed in 7.2.
- 'Scored' Qualitative Evaluation Questions will be scored between 0 and 10 according to the pre-agreed scoring grid.

### 7.2 RFQ Evaluation Summary Table

**Table 2**

Schedule / Section	Assessment
<b>Full Response Document:</b> Initial Compliance Checks	
Compliance with Form of tender and Certificate of Non-Collusion & Non-Canvassing (Schedule 1)	Pass / Fail
Compliance with SQ & RFQ process and of completeness of Information (Schedule 1-6)	Pass / Fail
<b>Mandatory</b>	
Schedule 2 Standard Selection Questionnaire ( SQ ) Part 1 Potential Supplier Information Part 2 Exclusion Grounds	Pass / Fail

Schedule / Section	Assessment
Part 3 Selection Questions & Data Security Questionnaire	
<b>Award</b>	
Schedule 3 Pricing Schedule	<b>40%</b>
Schedule 4 Compliance with Specification	Pass / Fail
Schedule 5 RFQ Qualitative Evaluation Questions	<b>60%</b>
<i>Question 1- Working with Local Authorities</i>	12%
<i>Question 2- Product management</i>	10%
<i>Question 3- Purchase history review and navigation</i>	10%
<i>Question 4- Customer training</i>	8%
<i>Question 5- Reporting and analysis systems</i>	7%
<i>Question 6- Financial reporting</i>	6%
<i>Question 7- Key roles</i>	7%
Schedule 6 RFQ Declaration	Pass / Fail

### 7.2.1 RFQ Qualitative Evaluation – 60% Weightings

Each question which is scored will have a weighting applied to it – to view the weighting allocated, please see the individual questions or refer to the right-hand column of Table 1 above, which is a summary of the sections.

The Organisations response to each scored question at Schedule 5 is scored between 0 and 10 according to the pre-agreed scoring grid.

For each question the actual score given is divided by the maximum score possible, then multiplied by the weighting.

Actual score / Max score allowed X question weighting = score

The sum of all the derived percentages as awarded on the Qualitative and Financial criteria allows final ranking of Tenderers.

### Qualitative Evaluation Methodology: Scoring

Each question that requires a score in Schedule 5 Qualitative Evaluation Questions within Response Document will be scored on the following basis:

Exceptional understanding and interpretation	10
Above expectations and an excellent understanding and interpretation of requirements	8
Meets expectations and reflects adequate understanding of all issues and aspects	6
Below expectations, reflects limited understanding and misses some aspects	4
Well below expectations and significantly fails to meet the standard	2
Unacceptable and complete failure to grasp/reflect the core issues	0

### 7.2.2 Financial Evaluation – 40% Weighting

The price is converted into a score as a percentage. The lowest, but feasible, price is awarded 40%, with all other prices awarded as a percentage of the lowest price in accordance with the below.

Please note that the evaluated price will be the **Overall Total Price**, which should be the whole life cost of the contract (excluding VAT), which must include **ALL** charges in respect of the terms of the contract. Failure to quote for all aspects of the specification will result in a score of zero for this section. If no separate charge is made for any of the above, please indicate the charge is 0 rather than leaving the box blank.

The sum of all these derived percentages allows ranking of applicants.

#### EXAMPLE

Pricing Element = 40% weighting:

Bidder A = £1000.00

Bidder B = £2000.00

Bidder C = £3000.00

Lowest Price/Submitted Price x Price Criteria Weighting:

Therefore – Bidder A =  $\frac{£1000.00}{£1000.00} \times 40\% = 40\%$

Bidder B =  $\frac{£1000.00}{£2000.00} \times 40\% = 20\%$

Bidder C =  $\frac{£1000.00}{£3000.00} \times 40\% = 13.33\%$

## 8. NATIONAL FRAUD INITIATIVE

- 8.1. The Bidder should be aware that the Council may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body. This requires that the Council provides details of transactional activity for a period of time, namely invoice details, plus bidder master-file data e.g. bidder name, vat / bidder registration details, bank account details. Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.

## 9. WHISTLEBLOWING POLICY

- 9.1. The Supplier shall comply with Cheshire East Council's Whistle Blowing Policy which shall ensure that employees of the Supplier are able to bring to the attention of the Council malpractice, fraud and breach of Laws on the part of the Supplier or any sub-contractor without fear of disciplinary and other retribution or discriminatory action.
- 9.2. Tenderers and their employees may wish to acquaint themselves with the implications of the Policy for them. Tenderers' employees may wish, for example, to report any breaches in the way in which the contract is being performed or any unacceptable behaviour by either a fellow employee or a Council employee.
- 9.3. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy \(PDF, 85KB\)](#) or email [whistleblowing@cheshireeast.gov.uk](mailto:whistleblowing@cheshireeast.gov.uk).

## 10. CONFLICTS, PAST PERFORMANCE & 'SELF CLEANING'

### 10.1. Conflicts of interest

In accordance with **RFQ Response Document, SQ question 3.1** and regulation 57(8e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in the fields above; provided that it has been carried out in a transparent manner, routine



pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

#### 10.2. Taking Account of Bidders' Past Performance

In accordance with **RFQ Response Document SQ question 3.1** and regulation 57(8g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing the SQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in the SQ Schedule to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

#### 10.3. 'Self-cleaning'

Any Supplier that answers '**YES**' to questions 2.1 and 3.1 should provide sufficient evidence using the fields above, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process. In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

#### Modern Day Slavery

Cheshire East Council would like to highlight the importance of ensuring that all organisations operate within social and labour laws and uphold the human rights of others. Failure to do so by breaching any of the principles of the Modern Slavery Act

2015 can have serious and detrimental consequences for organisations and all those involved with working with and for them, including prison sentences of potentially 14 years or more and the inability to bid for future work in the public sector for up to 5 years. Organisations that wish to work for and with the Council should have adequate measures in place to ensure staff members and their own supply chain understand what to look out for and the risks involved in modern slavery. Any concerns should be reported to either the National Crime Agency's referral mechanism or to social or emergency services. Further information can be found at <https://www.gov.uk/government/publications/modern-slavery-training-resource-page/modern-slavery-training-resource-page>

Please note that should the council have any reason to believe that any form of modern slavery is taking place with any of its contractors or their subcontractors then it will promptly utilise the National Crime Agency's referral mechanism or contact the emergency services if required.

The Council has an obligation to ensure that all of its employees, suppliers and their subcontractors are operating within the law and are respectful of the human rights of others. Should the Council have any concerns or suspicions around modern slavery within its supply chain, appropriate action will be taken through the National Crime Agency's referral mechanism or incidents will be reported to social or emergency services. The Council urges all of its suppliers and contractors to adopt the same approach to their own supply chains as failure to act against such activity or become involved in inhumane conduct in this regard would result in the Council terminating its contract with the offending organisation and may affect their ability to bid for future work if self-cleansing is not evidenced.

**Cheshire East Borough Council**

**Contract for the provision of an online platform to facilitate the effective trading of Council services with schools and other educational settings**

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*End of RFQ Guidance Document*