



2 Information

Contract Reference

T0117CUS

Contract Title

Torbay Library Services

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1 Procurement Information

1.1 Procurement Timetable

The Authority proposes the following timetable for the award of the Contract(s):

Procurement Stage	Dates
Sent Call for Competition	Friday 24 February 2017
Stage One Tender Documents Published	Wednesday 01 March 2017
Clarification Questions to be submitted by	Monday 13 March 2017 Noon
Clarification Responses to be issued by	Monday 20 March 2017
Stage One Tender Submission Date & Time	Monday 27 March 2017 Noon
Stage One Tender Evaluation Period	Monday 27 March to Tuesday 04 April 2017
Stage One Tender Outcome Notification	Wednesday 05 April 2017
Stage Two Initial Tender Documents Published ¹	Between Monday 10 and Friday 14 April 2017
Site Visits	Between Monday 17 and Friday 28 April 2017
Clarification Questions to be submitted by	Monday 22 May 2017
Clarification Responses to be issued by	Monday 29 May 2017
Stage Two Initial Tender Submission Date & Time¹	Friday 09 June 2017
Stage Two Initial Tender Evaluation Period	Monday 12 to Friday 30 June 2017
Stage Three Feedback and Negotiation Meetings	Monday 03 to Friday 14 July 2017
Stage Four Final Tender Documents Published ¹	Between Monday 17 and Friday 21 July 2017
Stage Four Final Tender Submission Date & Time¹	Friday 04 August 2017 Noon
Stage Four Final Tender Evaluation Period	Monday 07 to Friday 25 August 2017
Presentation/Demonstration/Interview	Monday 14 to Friday 18 August 2017
Contract Award (Preferred Bidder)	Monday 25 September 2017
Standstill Period	Tuesday 26 September to Friday 06 October 2017

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Public Consultation Period ²	Monday 23 October 2017 to Wednesday 31 January 2018
Formal Award of Contract	Between Thursday 01 and Wednesday 08 March 2018
Contract Start ²	Thursday 26 July 2018

The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

¹Submission deadlines are based on documents being published on the last day stated and will change if documents are published earlier. Changes to the publication dates and submissions deadlines may result in the Contract Start Date being brought forward.

²Applicants should note that in the event that there is no requirement to undertake public consultation on the proposals the Contract Start Date may be brought forward.

1.2 Authority Representatives

Applicants are advised that the Authority Representatives will only respond to queries or questions in relation to this Tender opportunity via the Supplying the South West e-tendering portal and are unable to respond to any questions raised verbally or by email.

No other person other than the names listed below have the authority to make any representation as the meaning of these Procurement Documents or to issue any instruction in relation to this Tender process or to any other matter so as to bind the Authority.

1.2.1 Authority Authorised Representative:

Bob Clark, Executive Head – Customer Services

1.2.2 Procurement Representative:

Tracey Field, Strategic Procurement Manager

1.1 TUPE Information

At Stage Two of the process those Applicants who are invited to Tender must complete and submit Appendix 22 Confidentiality Agreement in order to access the TUPE Spreadsheet (Appendix 23) and the Actuary Report (Appendix 24). The Confidentiality Agreement must be submitted through the portal Messaging Facility and the information will be issued to Applicants through the same.

Applicants should note that the Confidentiality Agreement is provided for information purposes only at Stage One and information relating to staffing will only be issued to Applicants at Stage Two of the process.

1.2 Consultation Period

The Authority is required to consult with key stakeholders and the general public on proposals for changes to its Library Services. This consultation will take place once the identity of the preferred bidder is known and prior to formal award of the Contract. The identity of the preferred bidder will not form part of the consultation process, the consultation will only be based on the proposals for the service.

The Authority will agree the content of the consultation document with the preferred bidder on conclusion of the standstill period following notification of preferred bidder status.

The consultation will last for a period of 90 days and, based on the current procurement timetable, is due to take place between Monday 23 October 2017 and Wednesday 31 January 2018.

The outcome of the consultation will form part of the decision making process in relation to formal award of the Contract.

Applicants should note that the Authority is not required to consult on proposals which do not change the current the provision.

1.3 Contract Period

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed. Contract period to be up to 5 years, with an option to extend up to 5 further years or until the end of the allocated budget, subject to termination clauses contained with the Contract terms and conditions.

1.4 Division of Contract into Lots

This Contract is not being divided into Lots, as this is not practical due to the nature of the Contract. A single supplier is required to ensure a fully integrated and streamlined service in order to maximise the opportunity for the delivery of an efficient and effective Library Service and the achievement of savings during the life of the Contract.

1.5 Contract Price

Subject to the Contract Price Review Mechanism at 1.5.1 and any modifications to the Authority's requirements and the Service provided, the price offered by the Applicant in 5 Pricing Submission must be firm and fixed for the duration of the Contract.

The price offered by the Applicant should give consideration to the need to make savings against the current libraries budget, both in the first year of the Contract and for its duration.

Details of the Library's budget for 2016 – 2017 are in Appendix 26, this information has been deemed by the Council to be confidential and Applicants are required to complete and submit (through the portal Messaging Facility) Appendix 25 Stage One Confidentiality Agreement in order to access the document.

All prices quoted in 5 Pricing Submission must be exclusive of VAT.

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1.5.1 Contract Price Review Mechanism

If a price review is agreed during the Contract Term, it will be varied by the following mechanism:

- CPI

1.5.2 Contract Price Review Process

Price Reviews, it will be conducted through the formal Contract review meetings. Any price variations will not take effect until they have been mutually agreed by both Authority and Applicant in accordance with the Change Control process at Schedule 11 of the Contract.

1.6 Variant Bids

As stated within the OJEU Contract Notice, the Authority will consider variant bids for this opportunity.

The variant bid must meet the strategic aims, outcomes and outputs in relation to delivery of the library service, but may offer an alternative solution to delivery, including alternative options for facilities and asset management.

A fully compliant Tender must also be submitted in order for the variant bid to be considered. The variant bid must be prepared and submitted separately to the compliant Tender and must clearly detail where the offer varies from the requirements.

The Authority may only accept a variant bid where the Applicant's compliant Tender is the winning bid. The Authority reserves the right to award a Contract to the successful Applicant for either the compliant Tender or the variant bid.

Where an Applicant submits a variant bid but has not submitted a compliant Tender then they will be judged to have submitted a non-compliant Tender, their submission will not be evaluated further and the Applicant will be notified accordingly.

1.7 Site Visit

The Applicant may visit the sites prior to completing its offer to ensure they are fully familiar with the site locations. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Authority.

1.7.1 Site Visit Instructions

Sites visits will be carried out between Monday 17 and Friday 28 April 2017.

Applicants are required to contact the Authority Authorised Representative through the Supplying the South West e-tendering portal, by no later than 5:00pm on Thursday 13 April 2017. Applicants should provide the name and a telephone number for the individual through whom arrangements for the site visit are to be made. The Authority will then contact that individual to arrange a specific date and time. Each prospective Applicant will be limited to a maximum of two representatives.

2 Procurement Process

2.1 Procurement Procedure

This Procurement is subject to the Light Touch requirements as is being undertaken in accordance with the Regulations 74, 75 and 76 of the Public Contracts Regulations 2015 (SI 2015/102) relating to the award of contracts for Social and Other Specific Services. The Authority will adopt to a greater extent, the arrangements set out in clauses 29, 65 and 66 for the Regulations for the conduct of a Competitive Procedure with Negotiation.

The Competitive Procedure with Negotiation is a staged process, meaning that at Stage One the Authority is able to limit the number of suitable Applicants invited to Stage Two Initial Tender and is able to further reduce the number of Applicants invited to participate in the successive negotiation stages, by applying the award criteria specified in these tender documents, until such time as Stage Four Final Tender is reached.

The Authority reserves the right to award a Contract on the basis of initial tenders without negotiation or to repeat Stage Two as a re-iterative process until they arrive at a point where they wish to seek Final Tenders from the remaining Applicants. Should further initial tender, feedback and negotiation stages be required the tender timetable will be amended accordingly.

For this Tender process, the maximum number of Applicants who will be invited to Stage Two Tender, following the evaluation at Stage One, will be 5. If more than one Applicant is at 5th place, then all such Applicant's will be invited to Tender. Where the scores between the 5th and 6th placed Applicants are close the Authority will not shortlist the 6th placed Applicant.

Only those Applicants who score 50% or above of the available marks for Technical and Professional Ability – Relevant Experience and Contract Examples and Project Specific Questions to Assess Technical and Professional Ability – Short Listing Questions 8.3.1 and 8.3.3 and pass all of the other selection sub criteria will be judged to have passed this selection stage.

2.2 Tender Award Process

2.2.1 Stage One

This is a 4stage process. Applicants are required to submit a request to participate in the tender process, by completing and submitting the Stage One Tender submission information that has been requested by the Authority. This can be found in 4 Stage One Tender Submission. This formulates Stage One of this process. The Evaluation Criteria used to determine the Applicants taken forward to Stage Two are detailed in Section 2.3 below.

2.2.2 Stage Two

Only Applicants invited to do so by the Authority following the evaluation of the information completed and submitted at Stage One of this process are then invited to Stage Two.

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Applicants who are invited to Tender are then required to complete and submit the Stage Two Initial Tender submission information, that has been requested by the Authority. This can be found in 4 Stage Two Initial Tender Submission.

Initial Tenders should reflect the fact that the minimum requirements identified in 3 Specification are those matters which the Authority will not negotiate on.

The Authority will evaluate these submissions in accordance with the methodology set out in 2.5 below.

As provided at clause 29 (15) of the Public Contract Regulations 2015, the Authority reserves the right to award a Contract on the basis of the Initial Tender if they consider the tender(s) to be acceptable.

Should the Authority decide to proceed to Stage Three, any submission which does not, in the view of the Authority's Evaluation Panel, achieve an unweighted score of 5 in relation to each of the evaluation criteria (as detailed in 2.3 below) will not be invited to negotiate with the Authority. Applicants should refer to **Error! Reference source not found.** for details of the scoring matrix. Applicants not selected to proceed to Stage Three will be notified accordingly.

2.2.3 Stage Three

The Authority will negotiate with the Applicant on their submitted proposals in order to agree a workable solution for the Authority and the Applicant. The Authority will use the negotiation meetings with Applicants to provide feedback on their Initial Tender and to facilitate negotiation on the Applicant's proposals. Feedback will relate to the information provided against the award criteria set out in **Error! Reference source not found.** Feedback should be used by the Applicant to inform their submission.

The Authority has set out its Minimum Requirements in 3 Specification and will not negotiate on those Minimum Requirements unless and to the extent provided for within clause 72 of the Public Contracts Regulations 2015 for the whole life of the Contract. The Authority will consider negotiating on other aspects of the Specification and contracting arrangements however currently the Authority is seeking to procure a Service Provider to deliver the Services in such a way that the range of services and service levels are safeguarded.

The Authority will feedback and negotiate on all of the tender documents submitted, this means that the Authority reserves the right to negotiate not only on the proposals themselves but also on the submitted price.

The Authority will not negotiate on the final tender or award criteria.

Should the Authority decide to undertake further rounds of negotiation, Stages Two and Three will be repeated as a re-iterative process until they arrive at a point where they seek Final Tenders from those Applicants remaining in the process (Stage Four), although the Tender Timetable only shows one Initial Tender Submission and one Negotiation Stage.

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2.2.4 Stage Four

Once the Authority has decided to formally conclude the negotiation stage, they will inform all Applicants and invite the remaining Applicants to submit their fully developed Final Tender by a common deadline which should take into account the results of the negotiation process.

Final Tenders will be assessed on the stated award criteria set out in 2.3 below.

2.3 Evaluation Criteria

The evaluation process is a critical part of the procurement process and is the means by which the Authority is able to assess to whom the Authority wishes to select to progress to the next Stage of this procurement process and/or award the Contract.

The information disclosed by Applicants in its Tender will be used in this evaluation process and will form part of the resultant Contract.

The following criteria and weightings will be applied in the evaluation process:

Evaluation Criteria Breakdown	Main Criteria	Sub Criteria	Threshold
Stage One –Selection			
Selection Questionnaire	Pass		Pass
Sub Criteria:			
Grounds for Mandatory Exclusion		Pass	Pass
Grounds for Discretionary Exclusion		Pass	
Technical and Professional Ability – Relevant Experience and Contract Examples		15%	7.5%
Requirements under the Modern Slavery Act 2015		Pass	Pass
Insurance		Pass	
Project Specific Questions to Assess Technical and Professional Ability – Short Listing Questions		85%	
<i>Question 8.3.1</i>		50%	25%
<i>Question 8.3.2</i>		15%	

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<i>Question 8.3.3</i>		10%	5%
<i>Question 8.3.4</i>		10%	
Stage Two – Initial Evaluation and Stage Four – Award			
Sub Criteria:	100%		%
Mandatory Criteria		Pass	Pass
Method Statements		60%	
<i>Quality and Operational Competence</i>		20%	
<i>Technical Ability</i>		10%	
<i>Health & Safety</i>		2%	
<i>Customer Care and Service Development</i>		15%	
<i>Sustainability</i>		13%	
Pricing		40%	
<i>Financial Resources and Contract Affordability Method Statement</i>		5%	
<i>Pricing Schedule</i>		35%	

2.4 Stage One Evaluation Process

2.4.1 Selection Criteria

Selection criteria are those that can be considered in assessing the Applicant’s suitability to pursue the professional activity concerned, the Applicant’s economic and financial standing and their technical and professional ability.

2.4.2 Selection Questionnaire

This Selection Questionnaire (SQ) has been designed to assess the suitability of an Applicant to deliver the Authority’s Contract requirement(s). This can be found in 4 Stage One Tender Submission and is for all Applicants to answer in full.

The Applicant must submit a completed 4a SQ Part 1 and 2 Declaration for each organisation that it relies on to meet the selection criteria (including parent companies, affiliates, associates, or essential subcontractors).

Applicants must pass all of the Pass/Fail criteria in 4 Stage One Tender Submission,

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achieve the threshold stated at 2.3 for all of the following Short listing questions in 4 Stage One Tender Submission:

- 6. Technical and Professional Ability – Relevant Experience and Contract Examples;
- 8.3.1 of Project Specific Questions to Assess Technical and Professional Ability – Short Listing Questions;
- 8.3.3 of Project Specific Questions to Assess Technical and Professional Ability – Short Listing Questions;

and be one of the top 5 scoring Applicants in order to be short listed to progress to Stage Two of the process.

SQ Section	Evaluation Criteria
Part 1 Potential Supplier Information, comprising:	The Authority may exclude any Applicant who fails part or all of this section.
• Potential Supplier Information	This will be assessed on the basis of pass or fail. In order for the response to be considered a pass it must be fully completed by the Applicant and the Applicant must demonstrate that they meet the requirements of this section. Where the Applicant is submitting 4a SQ Part 1 and 2 Declarations on behalf of other organisations, these will also be assessed for completeness.
• Bidding Model	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate that the Bidding Model proposed meets the requirements of the tender to pass. Where the Applicant is submitting 4a SQ Part 1 and 2 Declarations on behalf of other organisations, these will also be assessed for completeness.
• Contact Details and Declaration	This section will be assessed on the basis of pass or fail. The Applicant must fully complete this section. Where the Applicant is submitting 4a SQ Part 1 and 2 Declarations on behalf of other organisations, these will also be assessed for completeness.
Part 2 Exclusion Grounds:	The Authority may exclude any Applicant who fails this section.
Grounds for Mandatory Exclusion	This will be assessed on the basis of pass or fail. The Authority may exclude any Applicant who answers 'Yes' in any of the situations set out in this section.

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	<p>The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.</p>
<p>Grounds for Discretionary Exclusion</p>	<p>This will be assessed on the basis of pass or fail The Authority may exclude any Applicant who answers 'Yes' in any of the following situations set out in this section</p>
<p>Part 3 Selection Questions</p>	<p>The Authority may exclude any Applicant who fails part or all of this section.</p>
<p>Economic and Financial Standing</p>	<p>This will be assessed on the basis of pass or fail. The Applicant must demonstrate that they meet the requirements of this section in order to pass it in its entirety.</p> <p>In responding to question 4.2 the Applicant is making a self-declaration as to whether they meet the Authority's turnover requirement, as follows:</p> <ul style="list-style-type: none"> • the Applicant's annual turnover for the previous 2 financial years is a minimum of twice the annual contract value of £904,400. The annual contract value is defined as the minimum anticipated spend over the life of the contract divided by the length of the contract, including any extensions. <p>By selecting Yes the Applicant is confirming they meet this turnover requirement and may be required to evidence compliance in the event their submission is successful.</p> <p>Where the Applicant cannot confirm they meet the turnover requirements, and have answered no to 4.2, should provide an explanation for this, e.g. your organisation is a new start-up, in order that their submission may still be considered.</p> <p>The Applicant is also required to give permission for the Authority to undertake a financial check through the credit management agency DNBI and to confirm the registration number of the company to be checked. The financial check will relate to the D&B Failure Score which identifies the level of risk of a business failing.</p>

	<p>Assessment of Suitable Financial Standing</p> <p>In order to demonstrate they have suitable financial standing to meet the Authority’s minimum requirements, the Applicant’s annual turnover, for the previous 2 financial years, must be a minimum of twice the Annual Contract Value given above and the credit check must yield a Failure Score of 50 or more.</p> <p>Submissions will be assessed as follows:</p> <ol style="list-style-type: none">1. Where the Applicant refuses permission for the credit check to be undertaken they will be deemed to have failed this section in its entirety, their submission will not be evaluated further and they will be notified accordingly.2. Where the Applicant fails the turnover requirement and the credit check yields a Failure Score of below 30 they will be deemed to have failed this section in its entirety, their submission will not be evaluated further and they will be notified accordingly.3. Where:<ol style="list-style-type: none">a) the Applicant fails the turnover requirement and the credit check yields a Failure Score between 30 and 49; orb) the Applicant passes the turnover requirement and the credit check yields a Failure Score of below 50; orc) the credit check does not yield a Failure Score and the Applicant either passes or fails the turnover requirement; <p>the financial information will be referred to the Authority’s Finance Department for further investigation. The Finance Department will make a decision on whether the Applicant’s financial standing is deemed suitable to meet the Authority’s minimum requirements or not.</p> <p>Where the Finance Department considers the Applicant’s financial standing to be suitable they will be deemed to have passed this section.</p> <p>Where the Finance Department considers the</p>
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	<p>Applicant's financial standing is not suitable they will be deemed to have failed this section in its entirety their submission will not be evaluated further and they will be notified accordingly.</p> <p>Applicants should note that the Corporate Finance Department's decision is final.</p>
Further Details in Relation to Applicants who are Part of a Wider Group	This section is for information purposes and will not be assessed, other than for checking that it has been completed where applicable.
Technical and Professional Ability – Relevant Experience and Contract Examples	This section will be assessed on a scoreable basis in accordance with the scoring system set out at Error! Reference source not found. below. The applicant must demonstrate they have relevant experience in delivering similar requirements, or are able to explain why they are unable to provide a minimum of one example.
Requirements under the Modern Slavery Act 2015	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable.
Insurance	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable.
Project Specific Questions to Assess Technical and Professional Ability – Short Listing Questions	This section will be assessed on score able basis in accordance with the scoring system set out at Error! eference source not found. below.

2.4.3 European Single Procurement Document

In accordance with Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/7 Applicants may submit an XML version of the ESPD in place of Part 1 and Part 2 of 4 Tender Submission, but must complete and submit Part 3 of 4 Tender Submission.

The [EU E-ESPD Service](#) provides an on-line version of the EU ESPD which covers Part 1 and Part 2 of the Selection Questionnaire.

2.5 Stage Two and Stage Four Evaluation Process

2.5.1 Award Criteria

The Award criteria have been designed to assess the Most Economically Advantageous Tender (MEAT). The criteria can be found in 4 Stage Two Tender Submission and 5 Pricing Submission is all for those Applicants who were successful at Stage One to answer in full.

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Please Note: 4 Stage Two Tender Submission and 5 Pricing Submission will be issued in PDF format at Stage One of the Process and will be re-issued in Word format to short listed Applicants at Stage Two of the Process to complete and submit.

The top scoring Applicant who has passed all the Evaluation criteria will be considered to have been successful.

Award Criteria	Evaluation Process
Mandatory Criteria	<p>The questions within this section will be assessed on the basis of pass or fail.</p> <p>The Authority may exclude any Applicant who fails this section.</p>
Method Statements	<p>The questions within this section will be assessed on a scoring basis, in accordance with the scoring system set out at 2.6.2 below.</p>
Presentations	<p>Applicants must be available for the timescales indicated within the procurement timetable at section 1.6.</p> <p>Applicants will be contacted through the Supplying the South West e-tendering portal during the evaluation period. The invite will detail the date, time and location and the required content of the presentation, which will include any specific questions/topics to be covered and the scoring system.</p> <p>The presentation will be used for clarification purposes and will not be scored. Applicants should note their Method Statement scores may be amended following the presentation.</p>
Pricing	<p>The Pricing evaluation will cover 2 elements:</p> <ol style="list-style-type: none"><li data-bbox="762 1608 1439 1760">1. The Applicant's response to the Financial Resources and Contract Affordability Method Statement within 4 Stage Two Tender Submission. <p>The Method Statement response will be assessed on a scoring basis, in accordance with the scoring system set out at 2.6.2 below.</p> <ol style="list-style-type: none"><li data-bbox="762 1989 1439 2020">2. The Applicant's pricing proposals within 5

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	<p>Pricing Submission.</p> <p>Applicants are required to fully complete the table in 5 Pricing submission by providing a cost per annum against each of the listed categories, together with further detail of any 'Other Costs' or 'Service Income' identified.</p> <p>Applicants will be assessed against the Annual Contract Price in cell C14. Please note this cell will automatically calculate the Annual Contract Price, which is the total of the costs in cells C6 to C12 minus the Service Income in cell C13.</p> <p>Applicants with the lowest price will score maximum marks out of a possible 100 and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price.</p> <p>Applicants must not alter or amend the format of the spreadsheet in any way and must submit it as an Excel document.</p> <p>Applicants who are submitting a variant bid may use 5 Pricing Submission as the basis for their pricing proposals, but can amend to spreadsheet to meet the requirements of proposals being made. Any variant pricing submissions must be submitted in Excel format.</p>
Negotiation Meetings	These will not be scored but will be used to negotiate with Applicants on their proposals prior to requesting further Stage Two Initial Tender Submissions or the Stage Four Final Tender Submission.

2.6 Evaluation Assessment

Evaluation criteria will be assessed as either Pass/Fail or scored.

2.6.1 Pass/Fail

Where evaluation criteria are being assessed as either a pass/fail, the response will be

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assessed as either a pass or a fail. Guidance as to the Authority's minimum requirements in relation to what constitutes a pass or a fail can be found within each question.

Should an Applicant fail one or more questions, they will be considered to have failed the Tender process in its entirety and as such shall be deselected from participating further in this process and will be notified accordingly.

2.6.2 One to Ten Scoring

Where evaluation criteria are being assessed on a scoring basis, a one to ten scoring system will be used in accordance with the guidelines in the table below. The scoring system awards the highest marks to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant's proposal. It should be noted that to achieve the highest marks available for the questions you should not only meet but exceed the requirements of the specification.

Where any questions have been given a weighting, that weighting shall be applied to the scores awarded e.g. a question weighted a one which achieves a score of five will achieve an overall score of five and a question weighted a 3 which achieves a score of 5 will achieve an overall score of 15.

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0	No response	No response	
1	Extremely Weak	Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage	Weak
2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage	
3	Weak	Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage	
4	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it	Fair - Good
5	Fair – Average	Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level	
6	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements	
7	Good	Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail	
8	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail	Strong - Excellent
9	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
10	Outstanding/Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided	

3 Glossary

3.1 Appendices

Appendix	Subject
1	Library Services Needs Assessment 2016
2	Library Opening Hours
3	Council Services in Libraries
4	Torbay Libraries Stock Management Policy 2016/17
5	Existing Range of Stock Resources
6	Existing Engagement Groups in Libraries
7	Torbay Libraries Children and Young People's Activities 2016-2017
8	Existing Range of e-Resources
9	Corporate Identity Standards
10	Rooms for Hire in Libraries – Guidance
11	Current Charges and Concessions
12	Communication, Consultation & Engagement Strategy
13	Existing Staffing Structure
14	Libraries Condition Survey Combined
15	Libraries Asbestos Reports Combined
16	Library Inventories
17	Heads of Terms Brixham Library Heads of Terms Churston Library Heads of Terms Paignton Library Heads of Terms Torquay Library
18	TDA PSG Specific Service Level Agreements

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Appendix	Subject
19	Not Used
20	Current Telephony and Data Infrastructure
21	KPIs and Performance Monitoring Worked Example
22	TUPE Confidentiality Agreement (for completion at Stage Two)
23	TUPE Information (not available until Stage Two and will only be issued on submission of Appendix 22 TUPE Confidentiality Agreement)
24	Actuary Report (not available until Stage Two and will only be issued on submission of Appendix 22 TUPE Confidentiality Agreement)
25	Stage One Confidentiality Agreement
26	Libraries Budget (this information is deemed by the Authority to be confidential and will only be issued on submission of Appendix 25 Stage One Confidentiality Agreement)

3.2 Links

Subject	Link
Equality Act 2010	http://www.legislation.gov.uk/ukpga/2010/15/contents
Health and Safety at Work etc. Act 1974	http://www.legislation.gov.uk/ukpga/1974/37/contents
Health and Safety (First Aid) Regulations 1981	http://www.legislation.gov.uk/uksi/1981/917/contents/made
Landlord and Tenant Act 1954	http://www.legislation.gov.uk/ukpga/Eliz2/2-3/56
Libraries Deliver: Ambition for Public Libraries in England 2016-2021	https://www.gov.uk/government/publications/libraries-deliver-ambition-for-public-libraries-in-england-2016-to-2021
Library Charges (England and Wales) Regulations 1991	http://www.legislation.gov.uk/uksi/1991/2712/contents/made
Local Government Act 1972	http://www.legislation.gov.uk/ukpga/1972/70/contents
Local Government (Miscellaneous Provisions) Act 1976	http://www.legislation.gov.uk/1976?title=local%20government
Local Government Records Act 1962	http://www.legislation.gov.uk/ukpga/Eliz2/10-11/56/contents
Local History Website	https://www.torbay.gov.uk/localstudies
Online Version of European Single Procurement Document	EU E-ESPD Service

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Subject	Link
Selection Questionnaire – EU Definition of an SME	http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/
Public Libraries and Museums Act 1964	http://www.legislation.gov.uk/ukpga/1964/75/contents
Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)	http://www.legislation.gov.uk/uksi/1995/3163/contents/made
Selection Questionnaire – List of Mandatory and Discretionary Exclusions	https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf
Torbay Council Complaints Policy	http://www.torbay.gov.uk/complaints-and-compliments/
Torbay Council Corporate Plan	http://www.torbay.gov.uk/council/policies/corporate/corporate-plan/
Torbay Council Libraries	http://www.torbay.gov.uk/libraries/
Torbay Council Website	http://torbay.gov.uk/
Valuation Office Agency – Business Rates Information	https://www.gov.uk/correct-your-business-rates

3.3 Definitions

Term	Definition
1 Instructions	Shall mean the document containing all the instructions on how to conduct the procurement process
2 Information	Shall mean the document containing information relating to the procurement including definitions, information on the procurement procedure, the evaluation process, information about the Contract and other information that may assist the Applicant to complete their submission.
3 Specification	Shall mean the document containing the Authority's requirements in relation to the goods, services or works being procured.
4 Stage One Tender Submission	Shall mean the document which the Applicant is required to complete and submit at Stage One of the Process, containing the Selection Questionnaire.
4a SQ Part 1 and 2 Declaration	Shall mean the document, containing Part 1 and Part 2 of the Selection Questionnaire, which all organisations the Applicant relies on to meet the selection criteria must complete and which must be submitted by the Applicant.
4 Stage Two Tender Submission	Shall mean the document which the Applicant is required to complete and submit at Stage Two of the process, containing Mandatory Requirements, Method Statements and Technical Questions
4 Stage Four Final Tender Submission	Shall mean the document which the Applicant is required to complete and submit at Stage Four of the process, containing Mandatory Requirements, Method Statements and Technical Questions
5 Pricing Submission	Shall mean the document which the Applicant is required to complete and submit at Stage Two (2) of the Process, containing their pricing for this Tender.
6 Certificates and Declarations	Shall mean the document which Applicants are required to complete and submit at Stages One, Two and Four of the process, containing the certificates and declarations Applicants are required to sign.
Abnormally Low Tender	Shall mean a Tender where the Authority considers the

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Term	Definition
	Applicant's price to be abnormally low.
Actuary Report	Shall mean a statement on the current and future conditions of the Local Government Pension Scheme
Age UK	Shall mean the charity dedicated to helping people make the most of later life
Ageing Well	Shall mean a Big Lottery funded programme, lead by Torbay Community Development Trust, to combat social isolation amongst the 50+ generation across Torbay
Ancestry Online	Shall mean Ancestry's online library of family history information.
Applicant	Shall mean the organisation responding to this tender opportunity.
Arts Council England	Shall mean the organisation that champions, develops and invests in artistic and cultural experiences that enrich people's lives and help create art and cultural experiences for everyone, everywhere
Authority	Shall mean Torbay Council.
Authority Authorised Representative	Shall mean the Officer leading the Procurement process on behalf of the Authority.
Award	Shall mean the process by which the Authority shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 30 of the Public Contracts Regulations 2006 as amended in 2009.
Award Questions	Shall mean the written response submitted by the Applicant to evidence their ability to meet the Authority's requirements, which will form part of the evaluation process upon which award of the Contract will be based.
Back Office	Shall mean office based services supporting front line work in branch libraries. They are not directly client facing
Bibliographical Services	Shall mean the department that procures and manages a wide range of resources and services for the branch libraries. Purchases include print, audio visual, e-books, e-audio and spoken word materials. Services include stock

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Term	Definition
	and stack management, services to residential homes and reader groups
BookTrust	Shall mean the UK reading charity who work to inspire a love of reading in children and give out over 2 million books per year.
Bookstart Scheme	Shall mean the scheme encouraging parents to share books with babies and young children including 2 free Bookstart packs of books and resources for children aged 0 to 4, gifted by Health Visitors in Torbay.
Booktime	Shall mean the monthly magazine detailing new title releases provided for library users.
Bidding Model	Shall mean the Applicant's proposals relating to any consortia or sub-contracting arrangements that will be put in place in order to deliver the Contract.
Brixham Does Care	Shall mean the Brixham based charity which attempts to combat loneliness, isolation and despair and offers support to people of all ages and client groups in communities.
CAB	Citizens Advice Bureau
Call for Competition	Shall mean the notice sent for publication by electronic means to the EU Publications Office for Publication.
CCG	Clinical Commissioning Group
Celebrating Torbay Heritage Project	Shall mean the local history project funded by Heritage Lottery funding, initially for 1 year this is continuing .
Children's Centres	Shall mean the centres that give help and advice on child and family health, parenting, money, training and employment
Children's Promise	Shall mean the experience children and young people should have through public library services, ensuring that libraries provide exciting and accessible experiences and environments to support reading for pleasure and learning. It is produced by the Association of Senior Children's and Education Librarians

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Term	Definition
CIPFA	Chartered Institute of Public Finance & Accountancy
Community Development Trust	Shall mean the infrastructure organisation providing support and co-ordination for voluntary, community and social enterprise organisations across Torbay
Community Health Services	Shall mean the range of care services, preventative and health improvement services provided by Torbay and South Devon NHS Foundation Trust to people in their homes and the community
CONARLS	Circle of Officers of National and Regional Library Systems
Confidential Information	Shall mean any information or documents which the Authority considers to be of a confidential nature and which will only be made available to Applicants who sign and submit a Confidentiality Agreement.
Confidentiality Agreement	Shall mean the Agreement which Applicants are required to complete and submit in order to access any confidential documents.
Connections Service	Shall mean the information leaflets, direct line phone and kiosks provided to support current and potential benefits claimants
Consortia/Consortium	Shall mean Two (2) or more persons, at least One of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Article 28(1) Public Contracts Regulations 2006).
Consortium for United Stock Purchase (CUSP)	Shall mean the consortium of South West Library Authorities who have joined together for more cost effective purchasing of resources.
Contract	Shall mean the same as the Contract Terms and Conditions.
Contract Term	Shall mean the length of the Contract including extensions, if available.
Contract Terms and Conditions	Shall mean the Agreement this is the Agreement between the Authority and the successful Applicant for the

Term	Definition
	provision of the goods, services or works, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved.
Contracting Authority	Shall mean Torbay Council and any other Authority on whose behalf Torbay Council may be working.
Contractor	Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Authority.
CPI	Consumer Price Index
Documents	Shall mean all of the tender documents in relation to this process as detailed in section 2 The Tender Documents of 1 Instructions.
Eligible Users	Shall mean any organisation given access to a Contract as a result of the procurement process and on whose behalf the Authority may be establishing the arrangements.
Employers' Liability (Compulsory Insurance)	<p>Shall mean an insurance that enables organisations to meet the costs of damages and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.</p> <p>By law, an employer must have EL insurance and be insured for at least £5 million. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation's employees in England, Scotland, Wales and Northern Ireland.</p> <p>If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers' Liability Insurance. Limited companies with only One employee, where that employee also owns 50 per cent or</p>

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Term	Definition
	more of the issued share capital in the company, are also exempt from compulsory Employers' Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide.
Evaluation Questions	Shall mean the written response submitted by the Applicant to evidence their ability to meet the Authority's requirements, which will form part of the evaluation process upon which award of the Contract will be based.
FM	Facilities Management
Freedom of Information Act	Shall mean the act that provides public access to information held by public authorities
Friends Group	Shall mean an independent group of library supporters supporting each library , for example Friends of Brixham Library.
GOAD Map	Shall mean detailed street maps including individual buildings and their uses.
Goods	Shall mean all Goods to be supplied as part of this Contract and covered by the Official Purchase Order.
Healthwatch	Shall mean the consumer champion for health and social care
HLF	Heritage Lottery Fund
Home Library Service	Shall mean the free service providing book choice, delivery and return for readers who are not able to visit the library in person.
ICT	Information Communications Technology
Incomplete Tender	Shall mean a Tender which has been submitted with information / documents missing or in an incorrect format.
Irregular Tender	Shall mean a Tender which has not been submitted via Supplying the Southwest.
Jobmatch	Shall mean the Department of Work and Pensions

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Term	Definition
	website Universal Jobmatch for finding jobs.
KPI	Key Performance Indicator
Late Tender	Shall mean a Tender which has been automatically classified by Supplying the Southwest as being received after the submission deadline.
Lead Applicant	Shall mean the organisation leading the bidding process on behalf of its consortia or sub-contractor partners.
Libraries Unlimited	Shall mean the mutual providing library services to Devon library users.
Library Management System (LMS)	Shall mean the IT system providing the issue and return of library book and audiovisual items (Currently provided by Axiell).
Local Government Ombudsman	Shall mean the ombudsman responsible for looking at complaints about councils and some other authorities and organisations.
Local Government Pension Scheme (LGPS)	Shall mean the public sector pension scheme for local government employees
Local Studies Service	Shall mean the service based at Torquay library, but serving all 4 libraries which manages local history book and archive items, undertakes in-depth research, supports events and family and local history groups, provides tuition on Ancestry Online and other family history services and maintains the local history website.
Lot	Shall mean One of a number of categories of goods or services which a single procurement process has been divided into. The use of lots potentially allows for multiple providers to be appointed following One procurement process.
MEAT	Shall mean most economically advantageous tender from the point of view of the contracting authority in relation to the subject matter of the contract.
Messaging Facility	Shall mean the area within Supplying the Southwest where Applicants submit clarification questions and confidentiality agreements during the tender process and

Term	Definition
	through which the Authority will post its replies.
Music Rhythm and Rhyme	Shall mean free half hour sessions run weekly at every library to develop speech and language and introduce babies and toddlers to books and reading through the fun sharing of music, songs and rhymes.
Negotiation	Shall mean the process of providing feedback to Applicants and negotiating on their Stage Two Initial Tender Proposals
Negotiation Meeting	Shall mean the same as Negotiation
Official Purchase Order	Shall mean the Authority's Official Purchase Order, to which these conditions apply.
Ombudsman	Shall mean a person who investigates complaints against certain institutions and organisations
On Time Tender	Shall mean a Tender which has been automatically classified by Supplying the Southwest as being received by the submission deadline.
Overdrive	Shall mean the company providing online access to e-books and e-audio for registered library users.
Portal	Shall mean the same as Supplying the South West
Post Tender Clarification	Shall mean the process by which the Authority will seek clarification or supplementary information from Applicants following submission of their Tender.
Price Review Mechanism	Shall mean the mechanism that will be used to vary the pricing of the Contract.
Process	Shall mean the procurement process in relation to this tender opportunity.
Procurement Representative	Shall mean the Procurement Officer who is leading the Procurement Process on behalf of the Authority
Product Liability Insurance	In Product Liability Insurance terms, a product is any physical item that is sold or given away. Products must be 'fit for purpose'. The organisation is

Term	Definition
	<p>legally responsible for any damage or injury that a product it supplies may cause (in some circumstances this also includes products that the organisation does not manufacture).</p> <p>Product Liability Insurance covers the organisation against damages awarded as a result of damage to property or personal injury caused by the product. If damages are paid for personal injury, the NHS can claim to recover the costs of hospital treatment (including ambulance costs). This applies to incidents that occur either on or after 29 January 2007.</p>
<p>Professional Indemnity Insurance</p>	<p>Shall mean a liability cover that provides protection for negligent advice or a service provided by the organisation, it also protects against damages the organisation becomes liable for in relation to mistakes made such as errors of judgement, basic administration errors, mislay of or damage to clients' documents. It is designed to safeguard it against claims made by clients for any resulting financial loss or damage to their reputation. This type of insurance should also cover legal fees and costs.</p> <p>Individuals and organisations that provide professional advice or consultancy services need Professional Indemnity cover.</p>
<p>Public Contracts Regulations</p>	<p>Shall mean the legislation incorporated in to English law concerning public procurement, which can be found at: www.legislation.gov.uk.</p>
<p>Public Liability Insurance</p>	<p>Shall mean an insurance that covers members of the public or customers coming to the organisation's premises or if the organisation's staff go to theirs (including if the organisation is based 'at home').</p> <p>It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation.</p> <p>Premiums are based on the type of business and rated on an estimate for the level of activity of the business.</p>

Term	Definition
The Reading Agency	Shall mean an independent charity whose aim is to inspire more people to read and share their enjoyment of reading with others..
Reader Development Programmes	Shall mean active interventions to open up reading choices, increase readers' enjoyment and offer opportunities for people to share their reading experiences.
Registrar Service	Shall mean the Torbay Council service which registers births, marriages, civil partnerships and deaths
Relevant Tax Authority	Shall mean the organisation responsible for administering tax policy in the country in which the Applicant's organisation is established.
RFID	Radio Frequency Identification
Rotary Club	Shall mean a local club of business and professional people devoted to serving the community
Selection	Shall mean the process by which Applicants will be selected to move forward to the next Stage of the procurement process, in accordance with the criteria listed at Regulations 23, 24 and 25 of the Public Contracts Regulations 2006 as amended in 2009.
Selection Questionnaire	Shall mean the questionnaire to be completed by all Applicants, containing the selection requirements through which Applicants shall be assessed against in order to move through to the next stage of the process.
Service(s)	Shall mean any action/s by the Contractor required by the Contract.
Six Step Promise	Shall mean a focus on supporting people with sight loss in libraries and on providing appropriate stock and support for blind and partially sighted people and the organisations who support them.
The Society of Chief Librarians (SCL)	Shall mean the organisation that leads and manages public libraries in England, Wales and Northern Ireland, made up of the head of service of every library authority, advocating for continuous improvement of the public

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Term	Definition
	library service on behalf of local people.
South Devon College Adult and Community Learning	Shall mean the provision of adult learning courses by South Devon College.
South Devon Healthcare Trust Carers Service	Shall mean the Torbay Carers Service supporting carers in Torbay, this is based at Paignton Library .
Special Educational Needs (SEN)	Shall mean children with special educational needs and disabilities.
Stage One	Shall mean the first Stage of the Procurement Process addressing the selection criteria in the form of the Selection Questionnaire.
Stage Two	Shall mean the second Stage of the Procurement Process addressing the Applicant's initial response to the Award criteria.
Stage Three	Shall mean the third Stage of the Procurement Process addressing feedback on the Stage Two submission and negotiation with Applicants.
Stage Four	Shall mean the fourth Stage of the Procurement Process addressing the Applicant's final response to the Award criteria.
Standstill	Shall mean the period, as set out in Regulation 87 of the Public Contracts Regulations 2015, immediately following notification of the award decision to Applicants during which the Authority must not enter into the Contract.
Submission	Shall mean the correct and proper process for electronically submitting the Applicant's Tender, as detailed in section 4 Completion, Submission and Receipt of Tenders of (1) ATR Tender Instructions.
Summer Reading Challenge	Shall mean the national programme to encourage children aged 4 to 11 to read 6 books during the school summer holiday, by offering incentives as they read and a certificate once they complete the challenge.
Summer Reading Champions	Shall mean young people age 13 – 17 who volunteer at the library during the school summer holidays to support children taking part in the Summer Reading Challenge –

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Term	Definition
	encouraging children to talk about their reading, helping at activity sessions and acting as positive role models.
Supplying the South West	Shall mean the e-Tendering Portal through which the Authority advertises procurement opportunities and conducts procurement processes electronically
SWRLS	South Western Regional Library Service
TDA	Torbay Development Agency
Tender	Shall mean the invitation to bid for this Contract. Shall mean the Applicant's response to this tender opportunity.
Tender Clarification	Shall mean the opportunity for Applicants to submit questions, within a specified timescale, relating to this tender and the associated Documents.
Terms	Shall mean the same as the Contract.
TOR2	Shall mean the joint partnership between Torbay Council and Kier Group, which is responsible for delivering a wide range of essential front-line services to the residents of Torbay, including waste and recycling collections; the maintenance of highways, grounds, parks, car parks, buildings and the council's vehicle fleet; street and beach cleansing; and out of hours call centre support.
Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)	Shall mean the regulations which govern how employers shall deal with transfer of staff when a service or business changes hands from one employer to another in order to ensure the principal terms of employees' rights are protected.
Universal Offers	Shall mean the 5 key areas of service identified by the Society of Chief Librarians, the Arts Council and the Reading Agency which today's users regard as integral to public libraries.
VOA	Valuation Office Agency
Whole Life	Shall mean the Contract length, including extensions, if

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Term	Definition
	available.