

INVITATION TO TENDER for the Provision of

Media Buying Service under the Open Procedure

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SECTION 1 – THE REQUIREMENT

1.1 Introduction

Bath and North East Somerset Council's Heritage Services manage the operation of 3 major museums in Bath, The Roman Baths, Fashion Museum and Victoria Art Gallery. The remit of the marketing team for Heritage Services has grown exponentially over the past 3 years and a media buying agency is now required to help fulfil the objectives outlined in the marketing plans for each of the areas listed above.

Heritage Services now seek a professional media buying agency to help procure a range of advertising including outdoor media, radio advertising, podcast advertising, digital media, and DAX streaming. The media sought will be aligned to specific campaigns across Heritage Services portfolio of services:

- The Roman Baths
- Victoria Art Gallery
- Fashion Museum Bath

The supplier will be required to work across a wide and diverse customer base and the supplier must be able to support the varied requirements and budgets of large campaigns such as those delivered for the Roman Baths and smaller campaigns such as those delivered for Bath Record and Bath Film Office.

1.2 Overview

The Council wishes to establish a single provider Framework Agreement for the provision of a Media Buying Service. The Council is managing this procurement in line with the Public Contracts Regulations 2015.

This is a service Framework Agreement being procured under the Open procedure.

The Council is procuring the Framework Agreement as a central purchasing body for itself only.

1.3 Supporting Information

The Roman Baths

The Roman Baths is one of the most visited heritage attractions in the country. It was here that Romans came to bathe and worship at the site of the only natural thermal springs in Britain. Today visitors can explore The Roman Baths, where Romans bathed, and see the ruins of the Temple of Sulis Minerva, the Roman Goddess of wisdom and healing.

The museum, located next to the bathing complex, reveals the lives of people from around the Roman Empire who once lived and worked here. Highlights

of the museum collection include a life-size gilt bronze head of the Goddess, Sulis Minerva, and a collection of over 100 curse tablets inscribed by UNESCO Memory of the World Register. Every day costumed characters bring to life the stories of past inhabitants as they work and play around the baths complex.

Award-winning audioguides in 12 languages also help to bring The Roman Baths to life, and are included in the admission price. There is a special audioguide for children, narrated by Michael Rosen, and a 'Bryson at the Baths' version featuring commentary from Bill Bryson.

During the Summer the Roman Baths remain open until 10pm (middle of June until the end of August) here visitors can see the Great Bath is lit by torchlight.

Other offers/products include:

- Family events programme of drop in activities during school holidays (free with entry ticket)
- Adult events programme of courses and workshops
- Educational visits for schools
- Above and below tours new for 2018 which visitors can explore the tunnels under the site and also gives insight into the work being done above ground to transform nearby buildings into a Learning Centre for the Roman Baths and a World Heritage Centre for the city, as part of the Archway Project, bookable through the Roman Baths team
- Venue Hire for dinner, drinks and weddings
- Two shops, a small shop located in the lower ground floor of the museum and a larger shop located next to the exit

In addition to these products entry tickets to the Roman Baths are sold through the Visit Bath as part of a number of packages:

- Spas Ancient and Modern Package, includes a two hour spa session in the Thermae Spa, afternoon tea in the Pump Room and entry into the Roman Baths.
- Roman Baths Torchlit Visit and Dinner Package, includes a three course dinner at the Roman Baths and entry into the Roman Baths.

Audiences

The Roman Baths has enjoyed many years of growth, with visitor figures achieving over the 1 million mark in 2013-14, 2014-15 and 2016 -17. In the period (1 January 2017 – 31 December 2017) the Roman Baths achieved 1,200,816, a record breaking year.

The Roman Baths audience information is gathered through exit surveys collected by BDRC Research Company on behalf of the Association of Leading Visitor Attractions. This data shows that:

- For 78% of visitors this was their first visit.
- 60% of people visit as part of a trip away from home, 30% visit as part of a day trip and 10% or breaking up part of their journey.
- 52% of visitors to the Roman Baths are female and 48% are male.
- The Roman Baths has a wide range of people of different ages visiting:
27% aged 25-34, 25% aged 45-59, 19% aged 35-45, 17% aged under 25, 17% aged over 60.
- 22% of visitors visit in a family group. 56% visit with one other person, 12% visit alone.
- 48% of Roman Baths visitors fall into social grade AB1, followed by 42% C1, 10% fall into categories C2,D,E.
- 62% of visitors visit from the UK of which 19% are from the South East, 16% are from the South West and 15% are from London.
- Of the 38% of visitors who are not domestic, 32% visit from Europe, 30% visit from the USA 38% are from other parts of the world.

Annual Campaigns

The Roman Baths is the most popular of the museum sites we manage and as such has the most marketing campaigns conducted each year. The Roman Baths popularity is used to encourage visitors to the Victoria Art Gallery and the Fashion Museum through the Saver Ticket 50% of which are purchased at the Roman Baths site or on its website. Each year the marketing team in conjunction with a media buyer agency conduct the following campaigns:

1. February Half Term Campaign – targeting local and regional families highlighting the range of engagement activity for families over the school holidays.
2. Easter Campaign – targeting local and regional families highlighting the range of engagement activity for families over the school holidays.
3. Summer Evening Campaign – the largest marketing campaign targeting couples in the South West, London and the South East.
4. Museums Week Campaign - – targeting local and regional families highlighting the range of engagement activity for families over the school holidays. Also includes activity from other non-Bath and North East Somerset Council run museums.
5. Shoulder Season Spas Ancient and Modern Campaign – targeting older couples who can travel outside of school holiday time and encouraging overnight breaks in Bath through our Spa's Ancient and Modern package.

Victoria Art Gallery

The Victoria Art Gallery has one of Bath's finest collections of art with a variety of works ranging from Thomas Gainsborough to Walter Sickert and Paul and John Nash.

In addition, the gallery has a temporary exhibition space which displays a range of different exhibitions from internationally renowned artists such as Howard Hodgkin (exhibited 2017) to local artists such as Peter Brown (2016-17), and historic works such as drawings from Jane Austen's novels (exhibited 2015).

An entrance fee for the Temporary Exhibitions was introduced in 2012 and is £4.50 per adult in 2018 a 50p increase on last year. The exhibitions are free to Discovery Card holders. The events programme is either free or free with an exhibition ticket. The gallery does not charge admission to visit the permanent collection on display in the First Floor Galleries. Please visit the website for more information on the type of exhibitions the gallery has to offer.

Audiences

Victoria Art Gallery achieved a record breaking year in 2017 attracting 175,000 visitors. The Victoria Art Gallery visitor numbers are driven primarily by the exhibition programme. In April 2016 and summer 2017 there were exceptionally high visitor numbers due to the blockbuster exhibition 'Grayson Perry: The Vanity of Small Differences' and in summer 2017 the family friendly 'Here be Dragons'.

1.4 Definitions

"Added Value"	means any additional activities delivered which will add value, e.g. research, training etc.
"Advertising cost"	means the actual cost to be paid by Bath and North East Somerset Council' Heritage Services, being the sum of the Net Media Value (the Gross Media Value minus the agency discount typically 15% or 20% for OOH), the Supplier commission fees (% against the Gross Media Value), the ASBOF Charge/BASBOF Charge (0.1% against the Net Media Value) and the Management Charges (1.5% against the Net Media Value plus the Supplier's Commission Fees, plus the ASBOF Charge/BASBOF Charge).
"Creative Agency"	means the agency responsible for the production of the marketing and communication creative assets for campaigns

“Heritage Services”	The service which delivers the operational functions of the council’s cultural and heritage portfolio. The Roman Baths Victoria Art Gallery Fashion Museum Bath Bath Record Office Bath Film Office City of Bath World Heritage Site
“Implementation Plan”	means the plans developed by the Supplier in accordance with the terms of the Call Off Agreement, containing detailed recommendations for each channel (e.g. specific press titles, radio stations, poster sites, online sites etc.), costed at the Supplier’s Pricing to meet the requirements of the Media Buying Brief, including the budgets and target audiences provided with relevant metrics (such as reach / coverage, frequency, timeframes, period of placement, location etc.) included.
“Media Buying”	means the purchase of media space on behalf of Bath and North East Somerset Council’s Heritage Services regionally, nationally and internationally across all offline and online channels and platforms through negotiations to secure optimal rates and positioning.
“Media Owners”	means the company who owns/has the rights to sell advertising space/slots.
“Supplier”	means the appointed media buyer.

1.5 Specification

A professional media buying agency is sought to undertake a range of media buying activity across Bath and North East Somerset Council’s Heritage Services portfolio of services.

The Supplier must provide the Heritage Services with access to a fully integrated approach to Media Buying. The Supplier must be able to purchase media space regionally, nationally and internationally across a range of different channels and as required. The activity required includes:

- Creation of briefs for media owners
- Working with media owners to negotiate favourable rates across all campaigns and securing added value wherever possible i.e. overshoot
- Creation of an annual implementation plan which details the media procured, the artwork deadlines and specifications

- Occasional liaising with creative agencies to ensure artwork is being produced to the right specification and to the deadline (although this will mainly be delivered by the Heritage Services marketing team).
- Delivery of campaign evaluation and reporting

The following list provides example channels that the Supplier will be expected to buy for Heritage Services marketing campaigns:

- Radio
- Press space
- Out-of-home (including ambient)
- Digital media
- Media sponsorships (paid for)
- Media partnerships (paid for)
- Video on demand (VOD)
- Multi-brand partnerships
- Podcasts

Management of campaign elements including digital elements (overseeing the digital agencies we work with and ensuring their work aligns to our campaigns). The Media Buyer should be able to make use of appropriate media channels, as specified. Please note the above list is non-exhaustive and we may require the use of further media.

Sample Media Schedule 2018

Medium/Environment	January					February					March					April					May					June					July					August					September					October					November				
	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	8	15	22	29	5	12	19	26								
Podcast Sponsorship																																																							
OOH Malls																																																							
OOH Transport																																																							
OOH Roadside																																																							
OOH Retail																																																							
OOH Airport																																																							
OOH London Underground																																																							
Radio Presenter Read Outs																																																							
Radio On Air																																																							
Press National																																																							
Press Lifestyle																																																							
Press Local Lifestyle																																																							

The requirements may be integrated, and multi-channel and paid for media must complement any existing owned or earned channels where applicable. In addition to this the Supplier undertakes:

- to provide appropriate account management to champion and service Heritage Services' requirements
- to keep the Council informed of any problems or issues which may arise on the account and actively to pursue solutions
- to resolve any concerns about service or delivery within a mutually agreed time frame
- to provide a full escalation process for any issues arising

Media Buying Rates

It is anticipated that most call-offs with the Council will be based upon a set of discounts together with production charges as required. However, call-offs based upon fixed annual fees may also be procured under the Framework.

In addition to any such standard discount arrangements, the Media Buyer will negotiate, on behalf of the Council, the best rates and discounts to achieve the lowest net space rates possible, passing any additional savings back to the Council.

The Media Buyer shall maintain details of current media card rates and discounts for all of the publications used by the Council. Copies of these rates shall be regularly updated and sent to Council when requested.

For individual advertisements, the Media Buyer shall contact the appropriate media channel on the same working day as the Council approval is given, to negotiate the actual cost of placement.

The Media Buyer will agree to pass on the discounts as per the following ratio:

Spot Buying Discount	% Retained by Council	75.00%
Media Volume Discounts	% Retained by Council	60.00%

Requirements – National

The Supplier must offer media knowledge and coverage on a national basis and this must include the ability for communications planning, as required, in addition to Media Buying.

Requirements – Regional/Local

The Supplier must offer media knowledge and coverage on a regional and local basis and this must include the ability for regional/local implementation media planning and buying including activities listed above.

Deferments and Cancellations

Any deferments will be advised by Heritage Services prior to the media being delivered. Purdah period – for all media, the Council must have flexibility to cancel/postpone any campaign booked within this period with no penalty.

Location

As the majority of meetings will take place in Bath the Supplier must be available for meetings once a month in central Bath. The Supplier must recognise and consider this in the running of its main operations.

Evaluation

The Supplier will provide Heritage Services with a report after every campaign which will measure the following:

- Campaign Dates
- Buying Summary – Value achieved i.e. Media spend vs rate card
- Buying Strategy
- Actual Delivery
- Actual Coverage and Frequency versus Target

Additionally, the Council may request regular meetings for the purposes of managing and reviewing contract performance; such meetings to include, but be not limited to:

- Providing information on performance levels;
- Discussing advertising proposals, current campaigns, exchange information and offer professional advice;
- Updating the Council with data on relevant national information that shall have an effect on its strategy policies;
- Delivering information on media (circulation figures, costs, deadlines and testimonials on similar types of vacancy);

Social Value

The Supplier should consider demonstrating Social Value across the following areas:

Supporting local charities

- Helping local community groups e.g. amateur sports clubs or social groups
- Ethical supply e.g. Fair Trade
- Community engagement e.g. involving local residents
- Promoting social integration e.g. work opportunities for disadvantaged people

- Supporting local culture and heritage
- Volunteering

1.6 Term of Contract

This agreement will commence on 1 June 2019 and expire on 31 May 2023.

1.7 Value

The total whole life value of the framework (4 years) will be in the region of £60,000 (fee to supplier).

The breakdown in the table below shows the key spend details. The Supplier shall not place any advertisement and commit expenditure on the Council's behalf without it first being authorised by the relevant authorised officer.

KEY AND SPEND DETAILS		Media Cost	Fee to Supplier	Whole Life Media cost (36 months + 12 month extension)	Fee to Supplier
Fashion Museum Campaign	Including media and management.	£18,700	£3,300	£74,800	£13,200
Roman Baths Half Term & Easter	Including media and management.	£26,000	£3,900	£104,000	£15,600
Victoria Art Gallery's Exhibition Campaign	Including media and management.	£19,000	£2,850	£76,000	£11,400
Roman Baths Late Nights Campaign	Including media and management.	£26,350	£4,650	£104,500	£18,600
Museums Week	Including media and management.	£8,330	£1,470	£33,320	£5,880
Spas Ancient & Modern	Including media and management.	£17,000	£3,000	£68,000	£12,000
		£115,380	£19,170	£461,520	£57,510

SECTION 2 – INSTRUCTIONS TO TENDERERS

2.1 E-tender System

The Council uses ProContract as its e-tendering system. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help facility on the Homepage.

Supplier Guidance documents are also available to view and download.

Suppliers must ensure that they have the most up to date Invitation to Tender document by registering on the e-tendering system at www.supplyingthesouthwest.org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.

If you are still unable to resolve your issue in using the system you should send an e-mail to ProContractsuppliers@Proactis.com explaining the nature of your query.

2.2 Register Intent or opt out

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed Tenderers will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a Tenderer does not wish to, or is unable to submit a Tender and not interested in proceeding, then they are required to click on “Opt Out” to decline the opportunity.

2.3 Preparation of tender

Organisations must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Tenderer, whether or not their offer is successful.

Information supplied to the Tenderer by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Tenderers of such information.

Responses to each Tender question should be written concisely and clearly answer the question posed in English.

Tenderers will only be able to respond to questions that require an input from them and are located within the Invitation to Tender document attached within the e-tender system.

2.4 Price Schedule/s

The Council requires Tenderers to complete and upload Price Schedule(s) where requested to do so within the e-tender system.

All prices shall be in Pounds Sterling.

2.5 Other Documents or Supporting Evidence

As instructed to do so within the e-tender system, the Tenderer must complete and upload other documentation that may be provided with this Tender process, or upload evidence to support their Tender submission.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Tenderers. Only tenders submitted without qualification, in accordance with this invitation to tender will be accepted for consideration. The Council's decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a Tenderer is excluded from consideration, the Tenderer will be notified.

2.6 Submission deadline

Tenderers are required to submit their Tender within the e-tender system by **5pm 10 April 2019.**

Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Tenderer's responsibility to ensure that the Tender is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time. Emailed or hard copy Tenders will not be accepted.

Failure to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZip or WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Tender Submissions: Tenders received after the closing date will not be considered.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Organisations.

The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender and reserves the right not to conclude a Framework Agreement for some or all of the services for which tenders are invited.

2.7 Tender Validity

The tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.8 Communication

All contact and communication during this procurement should be submitted in writing through the e-tender system.

Tenderers should seek to clarify any points of doubt or difficulty via the e-tender system in sufficient time before the closing date of the Tender, to enable the Council to respond to all Tenderers. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail outside of the e-tender system.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Tenderers should therefore not include within the question placed their organisation's name and any potential commercially sensitive information.

2.9 Confidentiality

The supplier must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the Quote response, such as professional advisors or joint bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the tender process could be excluded from the process.

2.10 Grounds for Rejection

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:-

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Tenderers;
- the Tenderer and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 that it has fulfilled these requirements;
- the Tenderer and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Tenderer and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or its Consortium Members;
- dis-qualification of a Tenderer will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

2.11 Disclaimer

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or

- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.12 Freedom of Information Act

Tenderers should note that the Council is subject to the 'Freedom of Information Act 2000' and provisions are in force allowing any person access to information held by the Council. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Tenderers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Tenderers' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.13 Transparency

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015 at the link below.

[Local Government Transparency code 2015](#)

The Council is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000.

Details will be published on the Council's website and the government's transparency website (Data.gov.uk) and Contracts Finder.

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published. In some circumstances limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

In submitting a tender, the supplier accepts the Council's right to publish details of expenditure as well as information contained within the supplier's tender.

2.14 Equality

Bath & North East Somerset Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to the way it deals with its suppliers. All suppliers will be treated fairly and equitably before, during and after this tender procedure.

2.15 Ethical Standards

Ethical procurement takes the wider view and incorporates the net benefits for both the buyer organisation and the wider world. The Council will consider the impact of environmental, economic and social factors along with price and quality.

The Council must ensure that the practices it undertakes in business are above reproach. They will be aware and lookout for signs of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and wider issues such as child labour.

2.16 Social Value

The Council will procure its services, where appropriate, in line with the Public Service (Social Value) Act 2012. The Act asks commissioners to think about securing extra benefits for their area when they are buying services. Before they start procurement, commissioners should think about how the services they are going to buy, or the procurement process they are going to use to buy them, could secure the most valuable benefits for their area.

The benefits sought should depend on what would best meet that area's particular needs, and could be in the form of social benefits (for example reducing anti-social behaviour), economic benefits (for example increasing local employment), or environmental benefits (for example reducing local congestion).

When responding to an Invitation to Tender, Suppliers might wish to consider the following:-

- Understand the needs of the local area and the Council's priorities.
- Articulate the social value offer - quantify the value for money you will provide and make the case for your social value offer being a way for commissioners to navigate cost savings pressures.
- Help the Council to understand the full range of innovation you can provide.
- Consider guidelines for paying a Living Wage

For further details on the Council's Social Value Policy, tenderers can request a copy of the policy from the Procurement Team by e-mailing procurement@bathnes.gov.uk

2.17 Step-In Rights

Please note that the Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the contract.

2.18 Payment to Sub-Contractors

Suppliers should be aware that where they will enter into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

2.19 Procurement Timetable

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
Wed 13 th March 2019	ITT issued to potential suppliers
5pm, 10 April 2019	Closing date and time for receipt by the Council of tenderers responses to the ITT
10 April to 3 rd May 2019	Evaluation of the ITT responses by tender panel & supplier financial accounts by Internal Audit
10 May 2019	Award decision made and award letter issued
1 June 2019	Commencement Date of Contract

2.20 Required documents

Within this Tender process Tenderers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-tender system.

DOCUMENT TITLE	COMPLETE AND UPLOAD
Section 1 – The Requirement including specification	x
Section 2 – Instructions to Tenderers	x
Section 3 – Questionnaire	✓
Section 4 – Pricing Schedule	✓
Section 5 – Evaluation and Award	x
Appendix 1 – Non Collusion Certificate	✓
Appendix 2 - Terms & Conditions of Contract	x

Please Note: The completion and electronic return of all the documents ticked above is mandatory

2.21 Terms & Conditions

The Council's Terms and Conditions of Contract are attached at Appendix 2. These are the terms that will apply to this contract.

SECTION 3 - Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Scored Questions: Part 4

This document may invite you to answer additional questions that are specific to the project and these will be scored.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

¹ For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

MEDIA BUYING SERVICE

[INSERT REFERENCE NUMBER]

OPEN PROCEDURE

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2².
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

² See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE)	

	b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ³ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ⁴ - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁵ (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

³ See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

⁴ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

⁵ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please provide the following information about your approach to this procurement:

Section 1	Bidding model				
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.			
1.2(a) - (ii)	Name of group of economic operators (if applicable)				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables				
	The approximate % of contractual obligations assigned to each sub-contractor				

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

	organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: 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.

Section 3	Grounds for discretionary exclusion	
	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at

<p>3.1(j) - (ii)</p> <p>3.1(j) –(iii)</p> <p>3.1(j)-(iv)</p>	<p>information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.</p> <p>The organisation has withheld such information.</p> <p>The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p> <p>The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<p>3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
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<p>3.2</p>	<p>If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	
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Part 3: Selection Questions⁶

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>

⁶ [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past five years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ... No <input type="checkbox"/> Please provide an explanation

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Additional Questions	
8.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5m</p> <p>Public Liability Insurance = £5m</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2	Compliance with Equality Legislation	
For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
a.	<p>In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	<p>In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?</p> <p>If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

c.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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8.3	Environmental Management	
a.	<p>Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?</p> <p>If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.</p> <p>The Authority will not select supplier(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.4	Health & Safety	
a.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Council will exclude supplier(s) that have been in receipt of enforcement/remedial action orders unless the supplier(s) can demonstrate to the Council’s satisfaction that appropriate remedial</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	action has been taken to prevent future occurrences or breaches.	
c.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.5	Payment	
a.	B&NES standard payment terms are 30 days nett. Unless you tell us otherwise, we will assume these are acceptable to you for this contract.	

8.6	Social Value – Supply Chain	
a.	Bath & North East Somerset Council requires its contractors, where possible, to support the local economy within its legislative area. Please confirm if you will be supporting the local supply chain, in particular new and small enterprises.	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to supporting the local supply chain and small businesses?	Yes <input type="checkbox"/> No <input type="checkbox"/>

9. Scored Questions

Suppliers are required to answer the following questions comprehensively and provide evidence, where requested to support their answer. They should adhere to any word counts or any instructions on how to respond.

9.1	Scored Questions	Weighting
i.	<p>Explain how you will manage this contract. Who will have responsibility for the running of the account? Your answer should include:</p> <p>Skills and experience of the relevant individuals who will be involved in delivering the media buying.</p> <p>A detailed approach to managing a contract of this size.</p> <p>Please include details on the relationships you have with the following media owners:</p> <ul style="list-style-type: none"> • JC Decaux, • SoGlos, • Global <p>Please give examples of media you have sourced from them.</p> <p>Proposal for day to day account management – how would this work? Who would we have access to on a daily basis? Details of the person who will be managing the account (including brief CV's). Please give details of their relationship with media owners.</p>	30%
ii	<p>Please provide an example of a suggested media campaign plan for the Roman Baths Easter Campaign based on a budget of £26,000 (please see appendix 3 for Campaign Brief).</p> <p>Your answer should include:</p> <p>Target audiences and media used to reach them;</p> <p>A schedule of when media will go live;</p> <p>Approach to media planning and activation that to deliver desired client objectives. Give relevant examples of media you would procure.</p>	30%
iii	<p>Please give your approach to evaluation. Please provide a sample of the suggested evaluation report. Will you commit to attending monthly review meetings at the Heritage offices in the centre of Bath?</p> <p>Approach to campaign reports, demonstrating performance evaluation both during and at the end of planned activity. Give relevant examples Any added value services such as measurement tools, competitor activity reports, specialist expertise that may be available.</p>	20%
iv.	<p>How will you resolve any problems or issues that occur with the account and pursue solutions? Your answer should include:</p> <p>The escalation procedure for complaints;</p> <p>How you will deal with issues around flexibility i.e. Purdah and deferment of campaigns;</p> <p>Proposed service levels for all aspects of the account in respect of service, response times, reporting and results.</p>	15%

v.	<p>Please think about how you will add social value to this contract. Social value examples:</p> <p>Environmental</p> <ul style="list-style-type: none"> • Reducing carbon footprint / pollution • Minimising waste e.g. re-use and recycling • Using environmentally friendly goods • Saving energy e.g. energy efficient lighting and equipment • Sustainability e.g. FSC timber products • ISO 14001 environmental management systems <p>Social</p> <ul style="list-style-type: none"> • Supporting local charities • Helping local community groups e.g. amateur sports clubs or social groups • Ethical supply e.g. Fair Trade • Community engagement e.g. involving local residents • Promoting social integration e.g. work opportunities for disadvantaged people • Supporting local culture and heritage • Volunteering 	5%
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SECTION 4 – PRICING SCHEDULE

4.1 Pricing

Tenderers must complete the table below with all the proposed charges/prices to provide the requirement(s) as well as any supplementary spreadsheets to provide transparency of the metrics used for calculating fixed minimum and variable charges.

All charges/prices must be in pounds sterling and should be exclusive of VAT. All pricing information will form the basis of any resulting framework or contract.

Media	Duration	Price (per panel rate to include production)	Supplier Fee	Total Cost to Heritage Services
HD Roadside 48-sheet (Newfoundland Street, at Cabot Circus car park entrance)	2 weeks September			
Rail Large Format Foamex panel (Bristol Temple Meads)	2 weeks September			
Rail 6-sheets (Bristol Temple Meads)	2 weeks September			
Pre-roll podcast advertising of Dan Snow History Hit Podcast	1 Episode September			
Rail Large Format HD 48 panel (Reading Station)	2 weeks September			
Digital (large format/6 sheets). Static (6 sheets). Cabot Circus, Cribbs Causeway.	2 weeks September			
Heart FM Radio advertising	2 weeks September			

package Including presenter read outs, newsletter content and competition.				
London Underground Cross Track 16 sheets 100 General Distribution but must include Paddington	2 weeks September			
Cardiff Airport Baggage Carousels	1 month September			

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation and Award

Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council's procedures. Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

The Council expects to make an award for the Contract within 30 days of the closing date for the submission of tenders. The Council may, if necessary, extend the period for completing the award process.

The decision of the award will be based on the evaluation criteria as outlined under Award Criteria and Weightings.

Tenderer(s) that are successfully awarded will receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulations 2015.

Tenderers who have not been successful will equally receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulation 2015.

Upon acceptance, the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Tenderer upon request of the Council execute a formal Contract in the form contained in this Tender process.

Tenderers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Tenderers should note that the Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Tenderers in preparing their responses.

Tenderers should also note that, should they be successful the Council reserves the right to terminate the Contract, if at any time it is discovered that the Tenderer made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Tender submission.

5.2 Award Criteria & Weightings

Submitted Tenders will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

AWARD CRITERIA & WEIGHTINGS		
Price	50%	Based on the value of media specifications listed above.
Quality	Scored questions 50%	<ol style="list-style-type: none"> 1. Account Management 30% 2. Suggested media campaign 30% 3. Evaluation, Reporting and added value 20% 4. Problem resolution, escalation & Service Levels 15% 5. Social Value 5%
<p>All the individual questions are mandatory therefore Tenderers are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.</p> <p>Pass / Fail: Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Sections or questions scored as a Fail will result in the disqualification of the Tender and it will not proceed to full evaluation.</p> <p>Quality Scoring</p> <p>Where responses to questions are to be scored, the following scores are applied by Evaluators to a Tenderer's submitted responses.</p> <p>The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence. Sections or questions scored as 0 or 1 may result in the Tender not proceeding to full evaluation.</p> <p>0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Council does not have any confidence in the Tenderer's experience, capacity and ability to meet its requirements.</p> <p>1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Council has a low level of confidence in the Tenderer's experience, capacity and capability to meet its requirements.</p> <p>2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Council has limited confidence in the Tenderer's experience, capacity and capability to meet its requirements.</p>		

	<p>3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Council is satisfied with the Tenderer's experience, capacity and capability to meet its requirements.</p> <p>4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Council with a good standard of confidence in the Tenderer's experience, capacity and capability to meet its requirements.</p> <p>5 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive and provides the Council with a very high level of confidence in the Tenderer's experience, capacity and capability to meet the Council's requirements.</p> <p>Applying weightings to scores</p> <p>The weighting for the overall tender between quality and price is listed in the table above. The quality and price criteria are given sub-weightings (also listed above).</p> <p>The total score will depend on the number of questions for that criterion. So if there are 20 questions for Contract Management, for example, then the maximum marks will be 100 (20 x 5) because each question is scored out of 5.</p> <p>The weighted score is the total score represented as a percentage of the sub-weighting. So if the sub-weighting for Contract Management was 20%, then scoring 100 would achieve the full 20%. 50 would achieve 10% out of 20% etc.</p> <p>All sub-criteria weighted scores are added together to achieve a total weighted score out of the main quality weighting.</p> <p>See the attached blank score sheet for further details.</p> <p>Price Evaluations: The scoring is carried out within an Excel spread sheet outside of the e-tender system.</p> <p>All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.</p> <p>Example with price weighting 40%, the calculation is:</p> <p>$(40 \times \text{lowest price}) / \text{bid price}$ The lowest price bid would receive the full 40 points.</p> <p>The price weighting applicable to this tender is in the table above.</p>
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5.3 Clarifications

Upon examination of the tenders, it may be necessary for the evaluators to request clarifications from the tenderers. The question(s) will be submitted on the e-tendering system and tenderers must respond in the same manner.

Clarifications received from tenderers outside the e-tendering system will not be responded to.

It may be necessary to also hold a clarification meeting with one or more tenderers for due diligence purposes. These may result in the initial scores being moderated.

5.4 Site Visits

It may be necessary for the tender panel to undertake a site visit (where appropriate) to see a service in situ at a tenderer's customer offices. If this is carried out as part of the evaluation of the tender, then the site visit must be scored and scores will be included as a weighting in the quality section of the table above.

If the visit is for due diligence purposes only, it will not be scored.

5.5 Final score

All the scores from the tender, presentation, clarifications, and site visits (where relevant) will be combined to produce a final score and the tenderer with the best overall score shall be identified.

5.6 Customer References

The tender panel will take up references for the winning Contractor.

5.7 Evaluation Report and Recommendation

An evaluation report will be produced by the evaluators and a recommendation made to award to the winning Contractor.

5.8 Contract Approval

The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

5.9 Contract Award and Debriefing

Upon completion of the tender exercise, the Council will debrief the successful and unsuccessful tenderers as follows:-

The successful company will receive a written notification letter that the Council is intending to award them the business subject to a 10 day standstill

period. During this period unsuccessful companies are able to challenge the award of contract, should they wish to do so. The award letter must contain information to explain why the offer was successful, including scores and commentary pertaining to the award criteria published in the Invitation to Tender.

Unsuccessful companies will receive a written notification that the Council intends to award the Contract. The notification will explain the 10 day standstill period and must state the name of the winning tenderer, the overall score of all the tenders and reasons to justify the award and must pertain to the published award criteria. The Council must explain the advantages of the winning tender and the disadvantages of the unsuccessful tenders.

The 10 day standstill period starts on the day after the date of the notification letter. The letter will advise the date the standstill elapses which shall not be on a weekend or Bank Holiday.

The Council will be careful not to disclose confidential information of the successful Contractor and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

SECTION 6 - APPENDICES

1. Non-Collusion Certificate
2. Terms and Conditions of Contract

APPENDIX 1

NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying tender to

(Name of Client).....

.....

in relation to (details of tender and reference).....

.....

certify on behalf of (name of Tenderer).....

that, with the exception of any information attached hereto (see * below):

- 1) this tender is made in good faith, and is intended to be genuinely competitive;
- 2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;
- 3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender;
- 4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word 'competitor' includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this request for tenders, and the words 'any agreement or arrangement' include any such transaction, whether or not legally binding, formal or informal, written or oral.

* Information is/is not attached hereto (delete as appropriate)

SIGNED:.....

FOR AND ON BEHALF OF:.....

DATE:.....

APPENDIX 2 - TERMS AND CONDITIONS OF CONTRACT

Please see attachment in ProContract

| APPENDIX 3 — Campaign

Please see attachment in ProContract

