



FOLKESTONE TOWN COUNCIL

Main Contractor Folkestone Play Parks Upgrade

Invitation to Quote (ITQ) Instruction Document

April 2022

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SECTION 1 - BACKGROUND & INSTRUCTIONS

1.1 INTRODUCTION

1.1.1 Folkestone Town Council (“the Council”) wishes to select and appoint a suitable Consultant for the provision of Employer’s Agent services and invites prospective Consultants to submit a quotation to meet the Council’s requirements.

1.1.2 The Contract – Folkestone Town Council are looking to upgrade eight parks within the town to include improved infrastructure and play equipment.

1.1.3 The specific requirements for the above are detailed in the Specifications namely:

- **Coniston Road Specification**
- **Downs Road Specification**
- **Firs Lane Specification**
- **George Gurr Specification**
- **Naseby Avenue Specification**
- **Pine Way Specification**
- **Roman Way Specification**
- **Southern Way Specification**

It should be noted that by submitting a quotation, you confirm that you understand and can meet these requirements.

1.1.4 The Contract is anticipated to commence 11th July 2022 and will continue until completion of a twelve months defects period of completion of the last park, unless terminated in accordance with the Conditions of the Contract.

1.2 ITQ TIMETABLE

1.2.1 The key dates for this procurement are outlined in the timetable below. Please note this timetable is indicative only. The Council reserves the right to change it at its discretion.

Date	Activity
9 th May 2022	ITQ Contract Notice Published & All Documents available electronically
9 th June 2022	Tenders returned to Town Clerk

9 th June 2022	Tenders assessed
20 th June 2022	Contracts issued
11 th July 2022	Start on site

1.3 INSTRUCTIONS

- 1.3.1 **General** – Prospective Consultants should read these instructions carefully before completing the **INVITATION TO QUOTE RESPONSE DOCUMENT**. It is a prospective Consultant's responsibility to ensure that the document is fully completed, with the requisite supporting information. Failure to comply with these requirements may result in the rejection of their quotation.
- 1.3.2 **Return of Quotations** – Prospective Consultants are required to complete and return the **INVITATION TO QUOTE RESPONSE DOCUMENT** via the **Kent Business Portal** (<https://www.kentbusinessportal.org.uk>) by the closing date as referenced in 1.2.1. No quotation received after the time and date specified shall be considered unless agreed by the Council's authorised officer in exceptional circumstances.
- 1.3.3 **Quotation Validity** - Quotations shall remain open for acceptance for 60 days from the Quotation Return Date.
- 1.3.4 **Amendments to the ITQ** - At any time prior to the deadline for receipt, the Council may amend the ITQ document(s). Any such amendment will be notified to all prospective Consultants and where considered necessary, the Council may extend (at its discretion) the Quotation Return Date.
- 1.3.5 **Economic Standing and Insurances** – Prospective Consultants must confirm information in this regard as requested within the Invitation to Quote Response Document. Prospective Consultants are not required to submit copies of audited accounts, insurances certificates or company policies with your quotation. However, these may be requested prior to progressing any award of contract/entering into contract, if you are successful.
- 1.3.6 **Modification & Withdrawal** – Prospective Consultants may modify or withdraw their Quotation via the Kent Business Portal at any time prior to the deadline for receipt.
- 1.3.7 **Councils Right to Reject or Not to Award** - The Council reserves the right to reject any Quotation and/or to abort the ITQ process at any time and/or not to award the contract to any prospective Consultant without incurring any liability to the affected Consultants.

- 1.3.8 **Consultants Queries** – All enquiries in relation to this ITQ should be conducted through the 'Message' function within the Kent Business Portal. The Council will endeavour to answer all requests as quickly as possible, and before the Clarification Closing Date when practicable.
- 1.3.9 **Confidentiality** - All information supplied in connection with this ITQ shall be regarded as confidential and by submitting a Quotation, a prospective Consultant agrees to be bound by the obligation to preserve the confidentiality of all such information.
- 1.3.10 **Freedom of Information** – The Council is subject to the provisions of the Freedom of Information Act 2000 and may therefore be required to provide information when requested under the said Act. Prospective Consultants should be aware of this obligation and must specify in their quotation response if there is any information they require to remain confidential or they deem to be commercially sensitive. This will be honoured if authorised by the Act.
- 1.3.11 **Publicity** – No publicity regarding the provision of the goods/services or works or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication.
- 1.3.12 **Transparency** -The Council must comply with transparency obligations imposed upon it as regards publication of information relevant to this procurement process and any contract(s) resulting therefrom. Furthermore, the Council routinely publishes details of its contracts, including the contract values and the identities of its service providers and Consultants, on its website.
- 1.3.13 **Data Protection** - The Council processes personal information in accordance with Data Protection Legislation namely the General Data Protection Regulations (*Regulation (EU) 2016/679*), the Law Enforcement Directive (*Directive (EU) 2016/680*), any applicable national implementing Laws as amended from time to time; the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy. This includes information provided by third parties as part of a procurement exercise. To find out how personal information is processed as part of this procurement exercise please view the Council's Standard Terms and Conditions.

SECTION 2 - EVALUATION

2.1 EVALUATION CRITERIA

- 2.1.1 Offers will be evaluated on the prospective Consultant submitting the most economically advantageous Quotation (MEAQ) based upon a composition of quality and cost.

- 2.1.2 The overall assessment ratio is 60 % quality and 40 % cost.
- 2.1.3 The weighted quality and cost scores will be added together to identify the most economically advantageous Quotation.
- 2.1.4 Where more than one-person marks the Quotations, a consensus scoring mechanism will be used (i.e. the Panel will agree a score for each marked element).
- 2.1.5 Economic and Financial Standing - The Council reserves the right to request further financial information and or request a credit agency report to confirm the organisations economic and financial standing satisfactorily meets the Council's requirements.

2.2 QUALITY EVALUATION

- 2.2.1 Quality will be assessed on the prospective Consultants response to the questions set out in the **INVITATION TO QUOTATION RESPONSE DOCUMENT**.
- 2.2.2 Where applicable, any prospective Consultant who fails any headline questions (pass/fail) will be disqualified from the process.
- 2.2.3 The quality/technical questions will detail/support how a prospective Consultant intends to meet the Council's requirements set out in the Specifications detailed at **section 1.1.3**. under the following sub criteria:-

• Q1: Evidence of experience	20%
• Q2: Contractor processes	15%
• Q3: Environmental considerations	15%
• Q3: CVs	10%
Total Quality Ratio	60 %

- 2.2.5 The quality evaluation will be based on the following scoring methodology:

Assessment	Description	Score
Deficient	Response to the question(s) (or an implicit requirement) significantly deficient or no response received.	0

Inadequate	Inadequate detail provided and some of the questions not answered and/or some of the answers to questions are not directly relevant to the question(s).	1
Limited	Limited information provided, and/or a response that is inadequate or only partially addresses the question(s).	2
Acceptable	An acceptable response submitted in terms of the level of detail, accuracy and relevance.	3
Comprehensive	A comprehensive response submitted in terms of detail and relevance to the question.	4
Superior	As Comprehensive, but to a significantly better degree and a response which goes above and beyond to answer the question.	5

2.2.6 The quality/technical questions will be scored out of a maximum of 5 points each (as above) and used to calculate a weighted score for the respective quality criteria/sub criteria as per the example below.

EXAMPLE

Criteria	Weighting	Score (out of 5)	Weighted Score
Criteria A	30%	4	24%

If 'Criteria A' was weighted 30% and the Contractor response received a score of 4 out of 5 then the following formula would be applied:

= (Weighting / maximum score) * score awarded = Criteria awarded %

= (30/5)*4 = 24%

2.2.7 Bidders should note that failure to achieve a score of at least 3 (as described in the scoring methodology) in responding to any of the set questions, may result in their quotation being removed from consideration.

2.3 PRICE EVALUATION

- 2.3.1 Price evaluation will be based on the lowest bid received. The lowest bid will receive the full weighted score of 40%. Higher bids will be weighed against the lowest bid using the following formula.

$$(\text{Lowest Bid} \div \text{Contractor Bid}) \times \text{Price Weighting}$$

- 2.3.2 The table below shows an example of how this formula would translate if the following bids were placed with an example price weighting of 40%.

EXAMPLE

	Bid	Weighted Score
Contractor 1	£15,000	40% (maximum price score available)
Contractor 2	£25,000	24%
Contractor 3	£50,000	12%

2.3.3 Abnormally Low or High Bids

If a price is submitted and is significantly lower/higher than the other Quotations, further research will be carried out. This is to ensure that the prices submitted are sustainable throughout the contract. In such a scenario you may be asked to justify the prices submitted giving the examples of where these prices have been charged before. We may also take up references or approach consultants for impartial advice. Any bid deemed to be abnormally low/high may be disqualified.

2.4 NOTIFICATION

- 2.4.1 Once the successful Contractor has been identified, they will be notified to this effect. All other Consultants will be notified that they were unsuccessful.
- 2.4.2 Where the Council conducts a voluntary standstill period, no contract will be awarded prior to the expiry of the voluntary standstill period. The Council is not legally obliged to implement a standstill period in this type of process but may do so voluntarily when considered appropriate.

SECTION 3 – QUOTATION RESPONSES

- 3.1.1 Prospective Consultants must compile their response using the **INVITATION TO QUOTE RESPONSE DOCUMENT** provided.
- 3.1.2 It should be noted that by submitting a response, you confirm that you understand and can meet the requirements of the Specification.

SECTION 4 – PRICE

- 4.1.1 Please complete the Price Schedule included in the **INVITATION TO QUOTE RESPONSE DOCUMENT**. Prices/rates quoted are to be in £ Sterling strictly net and inclusive of **all costs** associated with the provision of the Goods/Services/Works to be provided as part of your submission to meet the Council's requirements set out in the Specifications detailed at **section 1.1.3**.
- 4.1.2 Price(s) submitted must be **exclusive** of Value Added Tax. The percentage and amount of Value Added Tax shall, if chargeable, be shown on invoices in accordance with prevailing Customs and Excise Regulations.
- 4.1.3 Estimated requirements where stated within this ITQ are intended for guidance only and cannot be (and are not) guaranteed. Prospective Contractors are requested to submit their best commercial offer based on the information provided.
- 4.1.4 Unless otherwise stated, prices must be fixed (i.e. not subject to variation) for the period of the contract in its entirety.
- 4.1.5 The Council reserves the right to adjust any arithmetical errors it finds in any quotation and shall inform the prospective Contractor of the adjustment/s, but the Council has no duty to prospective Contractor to find such errors.

SECTION 5 – TERMS & CONDITIONS

- 5.1.1 The Council's Terms and Conditions of Contract applicable to this ITQ are attached (as a separate document) and will apply to any subsequent Contract that may arise.