

Invitation to Quote

Invitation to Quote

NAME OF COUNCIL: Gosport Borough Council
INVITATION TO QUOTE FOR: Heritage Consultant – New Designation for Stokes Bay and Reviews for Anglesey and Alverstoke, Gosport
INVITATION TO QUOTE RETURN DATE AND TIME (DEADLINE): Noon, 26th October 2020

1. INTRODUCTION AND BACKGROUND

1.1 Contents of the ITQ

This invitation to Quote (ITQ) comprises:

- Quotation completion requirements, evaluation model, specification and schedules.
- Details of service provision

1.2 Introduction to the Council

The Council is conducting the ITQ to consider Quote for the contract as set out in the Heritage Consultant brief.

This ITQ contains further information about the procurement process, the Services, and assessment questions for Respondents to complete. Each Respondent's response should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

1.3 Contract term

The Council proposes to enter into a Contract for a set period with the successful Respondent as set out in the Heritage Consultant brief.

The anticipated service commencement date 9th November 2020

Insurance Requirements:	Professional Indemnity:	£1 million (<i>for the life of the contract</i>)
	Public Liability:	£1 million

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1.4 Purpose and scope of this ITQ

This ITQ:

- Asks Respondents to submit their Quote in accordance with the instructions set out in the remainder of this ITQ.
- Sets out the overall timetable and process for the procurement to Respondents.
- Provides Respondents with sufficient information to enable them to submit a compliant Quote (including providing templates where relevant).
- Sets out the Award Criteria and the Quotation Evaluation Model that will be used to evaluate the Quotes.
- Explains the administrative arrangements for the receipt of Quotes

1.5 Clarifications about the Services or ITQ

Any clarifications relating to this ITQ must be submitted to the procuring officer Michelle Lees using the message facility within the South East Business Portal (SEBP)

The Council will respond to all reasonable clarifications as soon as possible via SEBP. If a Respondent wishes the Council to treat a clarification as confidential and not issue the response to all Respondents, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Respondent and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Respondents.

The deadline for receipt of clarifications relating to the Services or this ITQ is set out at 2.1 below.

Respondents are advised not to rely on communications from the Council in respect of the Services or ITQ unless they are made in accordance with these instructions.

1.6 Clarifications about the contents of the Quote

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Respondent's Quote during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Respondents are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Quote non-compliant.

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2. TIMETABLE

2.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Respondents are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Issue Invitation to Quote	23 rd September 2020
Deadline for receipt of clarifications	21 th October 2020
Deadline for receipt of Quotes	Noon, 26th October 2020
Evaluation of Quotes	2 nd November 2020
Notification of contract award decision	4 th November 2020
Confirm contract award	6 th November 2020
Target service commencement date	9th November 2020

Any changes to the procurement Timetable shall be notified to all Respondents as soon as practicable.

2.2 Deadline for receipt of Quote

Responses to this ITQ must arrive at the address and in the manner prescribed under Paragraph 3.1 no later than the Deadline, noon, 26th October 2020

Any Quote received after the Deadline shall not be opened or considered. The Council may, however, in its own absolute discretion extend the Deadline and in such circumstances the Council will notify all Respondents of any change.

2.3 References

Respondents are requested to supply 2 references. References will be used to verify the technical proposals put forward in the Quote and will not be scored.

2.4 Contract award

The Council may award Contract(s) on the basis of a Quote submitted in accordance with the instructions below.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained no Contract will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision via SEBP and before entering into any Contract(s).

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3. QUOTE COMPLETION INFORMATION

3.1 Formalities

All documents comprising the Quote must be submitted through the portal and will remain sealed until the deadline has passed.

The following requirements must be adhered to when submitting Quotes:

- A detailed timeline and milestones for the completion of the work must be included
- A table of Consultants individual time to be spent on the project, day rate and overall cost must be provided
- Any additional pre-existing material which is necessary to support the Quote should be included as schedules with cross-references to this material in the main body of the Quote. Cross-references to this ITQ should also be included in the Quote whenever this is relevant.
- Where documents are embedded within other documents, Respondents must upload separate copies of the embedded documents.
- The Quote must be in English and drafted in accordance with the drafting guidance set out in this ITQ.
- A table of contents must be provided.
- The Quote must be fully cross-referenced.
- A list of supporting material must be supplied.

The Quote must be clear, concise and complete. The Council reserves the right to mark a Respondent down or exclude them from the procurement if its Quote contains any ambiguities, caveats or lacks clarity. Respondents should submit only such information as is necessary to respond effectively to this ITQ. Quotes will be evaluated on the basis of information submitted by the Deadline.

The Respondent must download, complete and include a duly executed Form of Quote (Schedule 3)

Where the Respondent is a company, the Quote must be signed by a duly authorised representative of that company.

Where the Respondent is a consortium, the Quote must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has Council to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, s/he should sign and give his/her name in full together with the name under which s/he is trading.

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3.2 Executive Summary

Each Respondent must also provide an executive summary of its Quote. Each Respondent must include in its executive summary:

- An outline of the way in which the Council's requirements are to be met by its proposal.
- A summary of all the services offered by the Respondent in response to the ITQ.
- Proposed timeline, clearly indicating the Respondents approach towards minimising the effect of their work on the electoral period
- An overview of the Respondent's overall costs and proposals in relation to pricing.
- A clear statement of whether it is a consortium or a group of companies with one supplier.
- A clear statement of its commitment to meet the Council's requirements and the pricing, payment and performance model.
- Confirmation that the Quote(s) will remain open for a period of 90 days.

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Respondent must promptly notify the Council of them. The Council reserves the right to disqualify any Respondent that fails to duly notify the Council.

3.3 Submission of Quotes

Each Respondent must submit a Quote meeting the Council's minimum requirements, operating as a standalone bid and not be dependent on any other bid or any other factors external to the Quote itself.

That is, the Quote must be capable of being accepted by the Council in its own right.

3.4 Warnings and disclaimers

While the information contained in this ITQ is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITQ (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Respondents. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a Respondent proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITQ, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

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3.5 Confidentiality and Freedom of Information

This ITQ is made available on condition that its contents (including the fact that the Respondent has received this ITQ) is kept confidential by the Respondent and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Respondent to submit a Quote.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Respondents should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Council shall treat all Respondents' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Council's transparency obligations.

Therefore, Respondents are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Respondents competitive edge, has been clearly identified to the Council in the template provided at Schedule 2.

3.6 Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Quote, its contents or any proposals relating to it without the prior written consent of the Council.

3.7 Respondent conduct and conflicts of interest

Any attempt by Respondents or their advisors to influence the contract award process in any way may result in the Respondent being disqualified. Specifically, Respondents shall not directly or indirectly at any time:

- Devise or amend the content of their Quote in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Quote, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Quote.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Quote.
- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Respondent or Quote.

Respondents are responsible for ensuring that no conflicts of interest exist between the Respondent and its advisers, and the Council and its advisors. Any Respondent who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

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3.8 Council's rights

The Council reserves the right to:

- Waive or change the requirements of this ITQ from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a Respondent's submission.
- Disqualify any Respondent that does not submit a compliant Quote in accordance with the instructions in this ITQ.
- Disqualify any Respondent that is guilty of serious misrepresentation in relation to its Quote, expression of interest, or the Invitation to Quote process.
- Withdraw this ITQ at any time, or to re-invite Quotations on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.

Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason

3.9 Bid costs

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Respondent in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

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4. QUOTE EVALUATION MODEL

4.1 Award Criteria and Evaluation Criteria

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Council. The Award Criteria are:

- 75% technical or quality.
- 25% cost.

Scores are arrived at following the application of the Evaluation Criteria (Evaluation **Criteria**) set out below to the Respondent's Quote.

Respondents are required to submit a Quote strictly in accordance with the requirements set out in this ITQ, to ensure the Council has the correct information to make the evaluation. Evasive, unclear or hedged Quotes may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Respondent of the terms set out in this ITQ.

The Quote Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below.

Criteria	Weighting
<p>1 Methodology:</p> <p><i>Quotes will be evaluated in accordance with the scoring model set out at Section 4 of the ITQ as to the proposed method for delivery of the Contract in accordance with this ITQ including:</i></p> <ul style="list-style-type: none"> • Overall approach proposed for delivering the Contract including methods of working • Proposed method for carrying out consultation and communications • Proposed arrangements for managing political and working relationships in providing the Contract • Proposed method for monitoring of performance and quality assurance 	<p>75%</p>
Information required from Respondents:	
(a)	<p><i>Details of how you intend to satisfy the council's requirements in accordance with the Contract, including:</i></p>
(b)	<p><i>Project team organisational structure, indicating lines of communication and a summary of the way in which you propose to ensure a sound working relationship throughout your team and with the Employer, Stall-holders and Partners (25%)</i></p>
(c)	<p><i>Details of how you will deliver the consultation phases of the project including communications, resident feedback and reporting (40%)</i></p>
(d)	<p><i>Details of how you propose to manage and monitor performance and quality throughout the project including any proposed KPIs. (10%)</i></p>



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Criteria		Weighting
3	Quote Sum <i>All prices shall be stated in pounds sterling and exclusive of VAT</i> <i>Quote sum will be evaluated by the application of the formula in Section 4 of the ITQ</i>	25%
Information required from Respondents:		
(a)	Completed Form of Quote	
(b)	Detailed pricing schedule	

5. Evaluation process

Technical or quality evaluation

The technical evaluation will be scored in accordance with the table below.

Assessment	Allocated Score
Very Poor – [completely fails to demonstrate that it will meet the criteria]	0
Poor – [some, but very limited evidence of that it will meet the criteria]	1-5
Satisfactory – [provides evidence that it will meet the criteria sufficiently]	6-10
Good – [shows attributes in a number of areas that are in excess of the criteria]	11-15
Very good – [in excess of the criteria in <u>all</u> areas]	16-20

Scoring Model for Quote Sum

All Prices shall be stated in pounds sterling and exclusive of VAT.



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SCHEDULE 1

SPECIFICATION

As set out in the separate Heritage Consultant brief.



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SCHEDULE 2

COMMERCIALLY SENSITIVE INFORMATION.

Commercially sensitive information

I declare that I wish the following information to be designated as commercially sensitive

The reason(s) it is considered that this information should be exempt under FOIA is:

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

SIGNATURE:

NAME (PRINT):

POSITION:

COMPANY:

DATE:

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SCHEDULE 3

FORM OF QUOTE

Respondents are to complete and include the attached Form of Quote to their completed Quote submission.

FORM OF QUOTE

UNCONDITIONAL AND IRREVOCABLE OFFER TO GOSPORT BOROUGH COUNCIL

Re: Invitation to Quote dated 26th October 2020 for

Heritage Consultant – new designation Conservation Area in Stokes Bay and reviews of Anglesey and Alverstoke Conservation Areas, Gosport

Gosport Borough Council
Town Hall
Gosport
Hampshire
PO12 1EB

Having carefully examined and considered the Invitation to Quote including without limitation the Instructions to Respondents, Form of Quote, Contract Documents and Employers requirements for the Consultancy Services included in the Invitation to Quote and in consideration of you considering this Quote:

1. We offer to supply and carry out the ancillary services specified and to complete the contract in accordance with the Contract Documents and our Quote; we offer to execute and complete in accordance with the conditions of contract described for the sum of:

£..... (.....) plus VAT

2. We confirm we are able to carry out the works specified.
3. We agree that if errors in pricing or arithmetic are discovered in the Schedules etc. before this offer is accepted they will be dealt with in writing between the two parties. This Quote remains open for consideration for 6 weeks from the date fixed for submitting Quotes
4. We confirm that this offer is made in good faith and that we have not fixed or adjusted the amount of the Quote by or in accordance with any agreement or arrangement with any other person. We certify that we have not and will not:
 - a) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the amount or approximate amount of the offer was necessary to obtain professional advice and/or quotations required for the preparation of the offer or for insurance purposes; and

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- b) enter into any arrangement or agreement with any other person that the other person shall refrain from making an offer or as to the amount of any offer to be submitted.

5. We understand that the paragraph below will be a term of the contract:

"The Council may terminate this contract and recover all its loss if the Contractor, its employees or anyone action on the Contractor's behalf do or collude in any of the following things:

- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any Council contract (even if the Contractor does not know what has been done), or
- (b) commit an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) Local Government Act 1972, or
- (c) commit any fraud in connection with this or any other Council contract, whether alone or in conjunction with the Council members, contractors or employees.

Any clause limiting the Contractor's liability shall not apply to this clause."

6. We agree that in delivering the services under the Contract we shall at all times assist and co-operate with the Council in the compliance of its corporate requirements and statutory obligations namely: equality and diversity; and the processing of information pursuant to The Freedom of Information Act 2005, Environmental Information Regulations 2004, and Data Protection Act 1998.
7. We confirm that if our Quote is accepted we will, upon demand:
- a) produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force; and
 - b) sign the Contract / formal documentation if required.
8. We acknowledge that given the tight timescales for gaining planning permission we will be required to enter into a design licence as set out in the ITQ.
9. We confirm that the prices and charges offered are firm for the period of the Contract.
10. Unless and until a formal Contract is prepared and executed this Quote, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand the Council is not required to accept any Quote it receives.

Authorised Signatory: Date:



GOSPORT
Borough Council

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Name: (*Capitals*)

Position in Firm or Company:

Authorised Signatory: Date:

Name: (*Capitals*)

Position in Firm or Company:.....

Name and Address of Firm or Company:

.....

.....

END OF DOCUMENT