

Invitation to Quote (PCR 2015)

NAME OF COUNCIL: Gosport Borough Council
INVITATION TO QUOTE FOR: Purchase of Christmas Lights and Ancillary services
QUOTATION RETURN DATE AND TIME (DEADLINE): Noon, 10th April 2019 2019

1. INTRODUCTION AND BACKGROUND

1.1 Contents of the ITQ

This invitation to quote (**ITQ**) comprises:

- Quotation completion requirements, evaluation model, specification and schedules.
- Draft contract and schedules.
- Details of historical provision

1.2 Introduction to the Council

The Council is conducting the procurement using the open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring the services described in the Specification (**Services**).

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

The Council

Gosport is a large urban town located within the South Hampshire sub region serving a population of over 84,000 and comprises a main retail centre, with secondary retail comprising Lee on the Solent and Stokes Road, plus smaller district centres.

Since 2013, the Council has contracted with a specialist supplier for the design, installation, maintenance, removal and storage of its Christmas light displays, under a lease contract, that terminated at the end of December 2018.

Christmas lights decorate the town centre and outlying areas for the Christmas period, extending from 'switch-on' - which normally takes places in November - through to 6th January each year.

The Council now wishes to **procure by purchase**, goods comprising of Christmas lights and associated equipment plus secure advisory services in relation to those goods, including designing a scheme for the displays at the various sites in the Borough of Gosport.

The historical scheme specification is attached as a separate schedule for information. Specialist advice will be required by the Council from Respondents for display improvements, in terms of identifying the most appropriate mix of column, string, tree and ancillary lighting, plus developing a number of 'themed' displays which can be rotated across the various specified Borough locations on an annual basis.

The Respondent must ascertain the nature of the town centre and outlying locations, plus all local conditions and restrictions to affect the execution of the works before submitting a bid. The Respondent will be deemed to have visited the Borough and acquainted itself fully with the sites and requirements for the works and no claims by the Respondent for additional payment will be allowed on the grounds of misunderstanding or lack of knowledge of the site or of these requirements.

The Council is committed to delivering high quality services which balance the performance, quality and value to the client with the cost of the provision and as a consequence, a separate contract for the installation, maintenance, removal and storage of the Christmas light displays will be placed in due course with appropriately qualified Contractor(s).

1.3 Scope of the Project

The Council wishes to procure by purchase, goods comprising of Christmas lights and associated equipment plus secure services in relation to those goods, including designing a scheme for the display of the goods at various sites in the Borough of Gosport, namely:

- High Street/Waterfront
- Stoke Road
- Lee on the Solent
- Alverstoke (Christmas tree only)

Specialist advice will be required by the Council from Respondents for displays, in terms of identifying the most appropriate mix of;

- Column Lights,
- String Lighting,
- Tree (non-Christmas) and
- Ancillary lighting

Lighting supplied is to be developed as a number (3) of 'themed' displays, which can be rotated across the various specified locations in the Borough on an annual basis. This list of products is not meant to be exhaustive and Respondents can put forward alternative design suggestions as part of Variant bids.

The Council recognises that by going down the procurement route that the products will have a limited lifespan and that repairs/replacements will be periodically required and sought under this time-limited Contract.

1.4 Value of the contract

The anticipated value of the Services is approximately £25,000 over the term of the Contract.

Details of current expenditure or potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Quote. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Contract.

Bids exceeding the specified limit above will be deemed non-compliant and will be rejected.

Weighting will be applied at evaluation stage to the overall display specification put forward by Respondents and therefore value of services will become a secondary decision making factor.

1.5 Contract term

The Council proposes to enter into a Contract for a maximum period of 5 years with the successful Respondent, with the majority of anticipated value of services likely to be available in year one of the Contract.

The anticipated service commencement date is 3rd May 2019

Insurance Requirements:	Professional Indemnity:	£5 million(<i>for the life of the contract plus 12 years</i>)
	Employer's Liability:	£10 million
	Public Liability:	£10 million
	Product Liability:	£5 million

1.6 Purpose and scope of this ITQ

This ITQ:

- Asks Respondents to submit their Quotes 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.

1.7 Clarifications about the Services or ITQ

Any clarifications relating to this ITQ must be submitted to the procuring officer Andrew Sugden andrew.sugden@gosport.gov.uk tel 02392 54 5647

The Council will respond to all reasonable clarifications as soon as possible in writing or via e-mail. 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 interested parties.

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.

1.8 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.

2. QUOTE 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 of Invitation to Quote & Notification	5 th March 2019
Deadline for receipt of clarifications	15 th March 2019
Target date for responses to clarifications	19 th March 2019
Deadline for receipt of Quotes	Noon, 10th April 2019
Evaluation of Quotes	12 th April 2019
Presentations	Town Hall Gosport BC, 19th April 2019
Notification of contract award decision	23 rd April 2019
Complete Contract	29 th April 2019
Target service commencement date	3rd May 2019

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

2.2 Deadline for receipt of Quotes

Responses to this ITQ must arrive at the address and in the manner prescribed under Paragraph 3.1 no later than the Deadline, noon on 10th April 2019.

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 Presentations

Short-listed Respondents will be invited to deliver a presentation to representatives of the Council in support of their Quotes, as set out in the Timetable. You should keep this date free in case you are asked to attend.

The names and positions of those attending from the Council will be notified to all Respondents in advance of the presentation.

2.5 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 before entering into any Contract(s).

2.6 Debrief

The contract award notification will be sent to each Respondent. The Council will inform all unsuccessful Respondents of the identity and relative advantages and characteristics of the successful Quote as compared with the addressee's Quote.

3. QUOTE COMPLETION INFORMATION

3.1 Formalities

All documents comprising the Quote must be completed in hard copy format and placed in a sealed envelope marked – XMAS LIGHTS QUOTE – DO NOT OPEN and addressed to The Borough Solicitor, Gosport Borough Council, Town Hall, High Street, Gosport.

The following requirements must be adhered to when submitting Quotes:

- The pages of the Quote documents must be numbered sequentially as "Page [x] of [xx]"
- 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.
- Each Quote must be uniquely named or referenced.
- 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 6)

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.

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.
- 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 one Quote.

The Quote must meet the Council's minimum requirements, operate 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 Contract terms

The draft Contract that the Council proposes to use is attached at Schedule 1. By submitting a Quote, Respondents are agreeing to be bound by the terms of this ITQ and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Respondent's quote unworkable, the Respondent should submit a clarification and the Council will consider whether any amendment to the Contract is required.

Any amendments shall be published through the Clarifications Log and shall apply to all Respondents. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Respondents should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Quote.

3.5 Documents forming the contract

The following documents shall form part of the Contract between the Council and the Service Provider(s):

- Contract and its schedules.

- Quote Specification selected by Council
- Schedules (such as service levels, site plans, contracts list).
- A pricing model (as completed by the Service Provider).

3.6 Consortia and sub-Respondents

The Council requires all Respondents to identify whether and which subcontracting or consortium arrangements apply in the case of their Quote, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-Respondents, and precisely which entity they propose to be the Service Provider.

For the purposes of this ITQ, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be sub-Respondents to the Service Provider.

3.7 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 Respondent. 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.

3.8 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 Respondent's competitive edge, has been clearly identified to the Council in the template provided at Schedule 5.

3.9 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.

3.10 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, consortium member 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.

3.11 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.

3.12 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.

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:

- 60% technical or quality.
- 40% 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"> • <i>Overall approach proposed for providing the Contract including methods of working</i> • <i>Proposed arrangements for managing working relationships in providing the Contract</i> • <i>Proposed method for monitoring of performance and quality assurance</i> 	<p>30%</p>
Information required from Respondents:	
<p>(a)</p>	<p><i>Details of how you intend to satisfy the council's requirements in accordance with the Contract, including: design proposals; specification of proposed lighting and servicing the lighting throughout the festive period (12%)</i></p>

(b)	<i>Project team organisational structure, indicating lines of communication; any proposed sub-contractors and a summary of the way in which you propose to ensure a sound working relationship throughout your team and with the Employer and its agents or contractors who are tasked with the installation of the lighting in accordance with the design and dismantling it at the end of the festive period (12%)</i>
(c)	<i>Details of how you propose to manage and monitor performance and quality throughout the project including any proposed KPIs. (6%)</i>

Criteria		Weighting
2	Innovation: <i>Quotes will be evaluated in accordance with the scoring model set out at Section 4 of the ITQ as to innovative thinking and potential practices including (where applicable):</i> <ul style="list-style-type: none"> <i>Innovative design proposals</i> <i>Proposals for innovative enhancements</i> 	30%
Information required from Respondents:		
(a)	<i>Details of how you would utilise your skills and experience to provide maximum aesthetic value within the overall design, providing examples that would be incorporated in to the design and included within the Quote sum. (15 %)</i>	
(b)	<i>Details of how you would utilise your skills and experience to maintain the lighting over the contract period and spares that can be easily sourced providing examples that would be incorporated in to this scheme and included within the Quote sum. (10 %)</i>	
(c)	<i>Details of any enhancements not included within your Quote that could be incorporated in to the scheme. Demonstrating the benefits to be gained and the affect on the: project cost, ongoing maintenance costs and programme. (5%)</i>	

Criteria		Weighting
3	<ul style="list-style-type: none"> 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>	40%
Information required from Respondents:		
(a)	<i>Completed Form of Quote</i>	
(b)	<i>Detailed pricing schedule (not subject to evaluation)</i>	

Criteria		Weighting
4	Equality & Diversity: <ul style="list-style-type: none"> <i>Respondents need to demonstrate that they have a policy that complies with the Councils requirements as set out in Section 4.2.1 of the ITQ.</i> 	Pass/fail
Information required from Respondents:		
(a)	<i>Equality and Diversity policy.</i>	

<i>Failure to demonstrate this requirement will result in the Quote being rejected.</i>

4.2 Information Required

4.2.1 Equality and Diversity

4.2.1.1 The Council is Committed to:

Providing its services in a way that promotes equality of opportunity at every possibility. It is expected that the successful Respondent will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation.

4.2.1.2 Expectation of the Respondent:

Respondents should note that the successful Respondent will be asked to contract with the Council to ensure that they adhere to these obligations. The Council will, if appropriate, monitor the successful Respondent's compliance throughout the Contract Period.

4.2.1.3 Compliance with Equality Legislation:

The Council requires service providers to demonstrate that they comply with equality in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than 5 employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria. During the Contract Period the Council may work with contractors, who at present do not fully comply, to help them put in place policies and practices to do so.

LEVEL 1 (LESS THAN 5 EMPLOYEES)

Organisations with fewer than 5 directly employed persons will be expected to meet the appropriate level of compliance for the delivery of the Contract. Should recruitment increase the size of the organisation to 5 or more employees the organisation will be expected to meet the appropriate level of compliance.

LEVEL 2 (5 TO 49 EMPLOYEES)

All organisations with between 5 and 49 employees must achieve criteria 1 – 4 listed below.

1. All organisations must have an equality policy in respect of race, gender, disability, age, sexual orientation and religion/belief that covers at least:
 - (a) recruitment, selection, training, promotion, discipline, grievance and dismissal.
 - (b) discrimination, harassment, and victimisation, making it clear that these are disciplinary offences within the firm.
 - (c) identification of the senior position with responsibility for the policy and its effective implementation.
 - (d) how you communicate the policy to your employees.

2. Effective implementation of the policy in the organisation's recruitment practices, to include open recruitment methods such as the use of job centres, careers service or press advertisements.
3. The policy should either be reviewed to reflect changes in legislation or within a three-year period whichever occurs first.
4. To monitor the gender, disability and ethnicity of job applicants. We would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

LEVEL 3 (50 OR MORE EMPLOYEES)

All organisations with 50 or more employees must achieve criteria 1-4 in level 2 and the additional criteria 5-10 listed below:

5. Provide written instructions to managers and supervisors on equality in recruitment, selection, training, promotion, discipline, grievance and dismissal of employees.
6. Provide equality training for managers and any employees responsible for recruitment and selection.
7. In addition to criterion 4 (Level 2) carry out monitoring on the number of employees from different gender, disability and ethnic groups by grade when:
 - (a) in post
 - (b) applying for posts
 - (c) taking up training and development opportunities
 - (d) promoted
 - (e) transferred
 - (f) disciplined and dismissed
 - (g) a grievance is raised
 - (h) leaving employment

The Council would also encourage organisations to monitor in respect of age, sexual orientation and religion/belief.

8. If the above monitoring reveals inequalities, organisations will be expected to take steps to address imbalances.
9. In respect of 7 and 8 above, annual monitoring and reporting is required regarding equality issues within the workforce.
10. Organisation's recruitment advertisements and publicity literature should state that equal opportunities practices are in place.

5. Evaluation process

SCORING MODELS

Methodology & Innovations

The answers provided for methodology and innovation will be awarded a score out of 20, as per the scoring model below. This score will have the weighting applied using the formula: allocated score/20 x weighting = aggregated score.

(see example 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.

The following formula will be applied: lowest price/bidder's price x 40 = score

7.3 Worked example

Bidder A - £20,000
 Bidder B - £25,000
 Bidder C - £24,000
 Bidder D - £23,000

The Quote sum would be

Bidder A – 40/40
 Bidder B – .32/40
 Bidder C – 33/40
 Bidder D – 35/40

Question	Score/20	Weighting	Aggregated Score
Methodology a.	15	12	9
Methodology b.	12	12	7.2
Methodology c.	17	6	5.1
Innovation a.	14	15	10.5
Innovation b.	10	10	5
Innovation c.	12	5	3
TOTAL			39.8%

Totals	
Methodology & Innovation	39.8
Quote Price	40
TOTAL QUOTE SCORE	79.8

Note: Failure to demonstrate the criteria in 4 (Equality and Diversity), or, 5 (Data Protection, or, 6 (Freedom of Information and Environmental Information) will result in the Quote being rejected.

SCHEDULE 1
DRAFT CONTRACT

[Draft Contract \(PCR 2015\) Xmas Lights 2019 Final.pdf](#)

SCHEDULE 2

SPECIFICATION

The historical scheme specification is attached at Schedules 3 & 4 for information.

Specialist advice will be required by the Council from Respondents for display improvements within the specified budget allocation, in terms of identifying the most appropriate mix of column, string, tree and ancillary lighting, plus developing a number of 'themed' displays which can be rotated across the various specified Borough locations on an annual basis.

The Respondent can put forward up to 3 Variant Bids each representing a different combination of lighting design solutions, based upon the use of different lighting products for evaluation by the Council as part of the Quote process.

A Variant Bid must meet the minimum requirements applicable to a Reference Bid, except for any changes made in respect of the following options:

- ***Variations in design schedules as a consequence of use of different mixes of types of lighting/locations***

A Variant Bid will only be considered once the Council has determined that the Respondent has submitted a compliant Reference Bid.

Specialist advice will be required by the Council from Respondents for displays, in terms of identifying the most appropriate mix of;

- Column Lights,
- String Lighting,
- Tree (non-Christmas) and
- Ancillary lighting

Lighting supplied is to be developed as a number (3) of 'themed' displays, which can be rotated across the various specified locations in the Borough on an annual basis. This list of products is not meant to be exhaustive and Respondents can put forward alternative design suggestions as part of Variant bids.

The Respondent will be deemed to have visited the Borough and acquainted itself fully with the sites and requirements for the works and no claims by the Respondent for additional payment will be allowed on the grounds of misunderstanding or lack of knowledge of the site or of these requirements.

The Respondent must ascertain the nature of the town centre and outlying locations, plus all local conditions and restrictions to affect the execution of the works before submitting a bid. In addition to use of street lighting columns, Respondents are requested to consider using other street furniture and trees as additional display opportunities, as part of a much wider design scheme.

The Council wishes to procure by purchase, goods comprising of Christmas lights and associated equipment plus secure services in relation to those goods, including designing a scheme for the display of the goods at various sites in the Borough of Gosport, namely:

- High Street/Waterfront
- Stoke Road
- Lee on the Solent
- Alverstoke (Christmas tree only)

The Council recognises that by going down the procurement route that the products will have a limited lifespan and that repairs/replacements will be periodically required and sought under this time-limited (5 year) Framework Contract.

SCHEDULE 3

INFORMATION ABOUT THE CURRENT SERVICE

The scheme in 2018 provided:

High Street

- 23 x columns
- 2 x Wall Motifs
- 1 x 10m Artificial Tree
- 1 x 4m Artificial Christmas Tree (Ferry Port)

Walpole Road

- 9 columns

Stoke Road

- 37 columns
- 4m Artificial Christmas Tree (Church Yard)

Lee-on-the-Solent

- 24 columns
- 4m Artificial Christmas Tree (High Street)

Alverstoke

- Tree lights

SCHEDULE 4

SITE PLANS

[2018 Xmas Lighting Display.pdf](#)

SCHEDULE 5

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: _____

SCHEDULE 6

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 6th March 2019 for requirements for the Purchase of Christmas Lights and Ancillary services

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 Purchase of Christmas Lights and Ancillary services included in the Invitation to Quote and in consideration of you considering this Quote:

1. We offer to supply the Christmas Lights in accordance with our design for the displays 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 accordance with Alternative 1 (or 2) under Section 6 of the NJCC Code of Procedure for Single Stage selective Tendering. 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 the 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

- 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. We agree that this Quote shall constitute an irrevocable, unconditional offer which may not be withdrawn for a period of 90 days from this date.
- 11. 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:

Name: (*Capitals*)

Position in Firm or Company:

Authorised Signatory: Date:

Name: (*Capitals*)

Position in Firm or Company:.....

Name and Address of Firm or Company:

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