

Invitation to Tender

Milton Keynes Council

**Invitation to Tender Document
CU2621
Supply and Installation
of Audio Visual Equipment
for Coroners Court, Registration Area
and Council Chambers**

V1 – revised on 13 March 2018 – change in yellow on page 4

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1 INTRODUCTION AND BACKGROUND

1.1 Contents of the ITT

Procurement of: Supply and Installation of Audio Visual Equipment for Coroners Court, Registration Area and Council Chambers

Contract Reference CU2621

This invitation to tender (ITT) comprises:

- Part A – Invitation to Tender (this document)
- Part B - Specification
- Part C – Pricing schedule
- Appendix 1 – AV equipment inventory
- Appendix 2 & 2a – First floor plans & dimensions of rooms

This ITT contains further information about the procurement process, and assessment questions for tenderers to complete. Each tenderer's response should be detailed enough to allow the Authority to make an informed selection of the most appropriate provision.

1.2 Introduction to Milton Keynes Council (The Authority)

Milton Keynes: 'Where we think differently, create opportunity and believe in people'.

Milton Keynes has grown from a collection of small towns and villages into a significant sub-regional centre in less than 40 years. Outside the 'city', the surrounding rural area has attractive countryside with a range of villages and small towns, which provide contrast to the urban area.

Urban Milton Keynes has been built with future growth in mind and is regarded as the largest and most successful British New Town. It has a distinctive grid system and extensive green public space. It is a place fuelled by change and strong aspirations. Nothing has ever stood still in Milton Keynes; this is what makes us different. The ability to create our own future and manage change allows us to pursue new strategies and respond to the needs of investors and changing economic and social circumstances faster than older, more established cities in the UK and Europe. We have a strong track record of planning and delivery; what we can do, have done and will do.

Our vision is:

- To ensure Milton Keynes is the premier 'can do' place of the 21st century. The city, together with the rural parts of our Borough, will continue to be a wonderful place to live, work, learn, shop and relax.
- To secure sustainable housing and employment growth that is advantageous for Milton Keynes subject to the timely provision of infrastructure and proactive regeneration to ensure no areas are left behind and that a two-speed city does not result.
- That people and firms will want to move here and stay here, and visitors will want to come here and come back often. Milton Keynes will have a compelling "offer" that includes rising standards of living and a safe and good quality of life for all.
- To create homes and neighbourhoods in new areas or through regeneration that help make our compelling "offer" a reality.
- That our residents have access to all the services they need and have the support to access opportunities and enjoy a healthy and good quality of life.

- Above all we must ensure that Milton Keynes offers job and career opportunities for all through an enterprising and thriving economy.
- The job of the Council, with its partners, is to make this vision a reality. There is much to celebrate about Milton Keynes but there are also things that need to change and improve.
- Through the Corporate Plan we aim to set out our shared ambitions for Milton Keynes and to improve those elements that do not meet the high aspirations we all share for our existing and new communities

1.3 Scope of the Project

Milton Keynes Council is looking to provide certain audio visual equipment within the new Coroners and Registration Area and the existing Council Chamber.

A list of current equipment in the Chamber, Lounge and Group Rooms is provided, along with layout plans and the size of rooms. Plans of the new Coroners and Registration Area are also provided.

The outcomes the Council is hoping to achieve from its Audio/Visual equipment are outlined within this specification; the Council will also consider upgrades to current equipment if the successful contractor can identify a suitable upgrade to resolve existing technical issues.

The Council is seeking, wherever possible, for the AV solutions to be the same in all rooms.

1.4 Contract term

The Authority proposes to enter one contract for design and installation of AV systems within the Council Chambers and the new Coroners Court and Registrars Areas in accordance with the outcomes listed in the specification and to provide a contract for Maintenance Services for AV equipment in specified rooms in the Civic Offices for an initial period of 3 years with the successful tenderer (Service Provider).

The anticipated contract commencement date is 1st May.

1.5 Purpose and scope of this ITT

This ITT:

- Asks tenderers to submit their tenders in accordance with the instructions set out in this ITT.
- Sets out the overall timetable and process for the procurement to tenderers.
- Provides tenderers with information to enable them to submit a compliant tender
- Sets out the award criteria and the tender evaluation model that will be used to evaluate the tenders.
- Explains the administrative arrangements for the receipt of tenders.

1.6 Clarifications about the Services or ITT

Any clarifications relating to this ITT must be submitted through the correspondence function of the e-tendering portal (ProContract).

The Authority will respond to all clarifications as soon as possible through the clarification function of ProContract to all suppliers. If a tenderer wishes the authority to treat a clarification as confidential and not issue the response to all tenderers, it must state this when submitting the clarification, if in the opinion of

the Authority, the clarification is not confidential, the Authority will inform the tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all tenderers.

The deadline for receipt of clarifications relating to this procurement or this ITT is set out in paragraph 2.1

Tenderers are advised not to rely on communications from the Authority in respect of this procurement or ITT unless they are made in accordance with these instructions.

1.7 Clarifications about the contents of the Tenders

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a tenderer's tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly.

2. TENDER TIMETABLE AMEND AS REQUIRED

2.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure that all tenderers are treated equally, fairly and transparently.

The key dates for this procurement are currently anticipated to be as follows:

Site visits (compulsory)	14th March between 10.00-12.00 15th March between 10.00-12.00 23rd March between 12.30-14.30	Please arrange through ProContract portal messaging function
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Activity	Deadline	Method
Deadline for Tenderers Queries	23rd March	ProContract Portal Correspondence
Deadline for Milton Keynes Council Response to Tender Queries	27th March	ProContract Portal Correspondence
Tender Submission Deadline	4th April	ProContract Portal
Notification of Outcome (Anticipated)	30 th April	ProContract Portal Letter
Contract Award (Anticipated)	30 th April	ProContract Portal Letter
Contract Start	01.05.18 (Delivery of equipment & support for systems in Coroners Court) 01.07.18 (Support contract for rest of specified Civic AV systems)	N/A

2.3 Deadline for receipt of Tenders

Tenderers are responsible for the submission of this tender in the manner prescribed under paragraph 3.1 no later than the deadline.

Any Tender received after the deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the deadline and in such circumstances the Authority will notify all tenderers of any change.

2.4 Contract award

The Authority may award a Contract on the basis of a tender submitted in accordance with the instructions below.

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

Once the Authority has reached a decision in respect of a contract award, it will notify all bidders of that decision.

2.9 Debrief

The contract award notification will be sent to each tenderer. The Authority will inform all unsuccessful tenderers of the identity and relative advantages and characteristics of the successful tender as compared with the successful Tender.

3. TENDER COMPLETION INFORMATION

3.1 Formalities

All documents comprising the tender must be completed and uploaded to ProContract by the deadline.

As a minimum the following are expected to be provided:

- Form of Tender. Where the tenderer is a company, the tender must be signed by a duly authorised representative of that company. Where the tenderer is a consortium, the tender 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 the signatory must have and should state that it has authority 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 the sole trader, it should sign and give its name in full together with the name under which it is trading.
- Pricing Schedule/Schedule of Rates/Bill of Quantities
- Collusive Tendering Certificate
- Anti-Canvassing Certificate
- Response to Essential Criteria as listed in the specification
- Response to the technical criteria questions
- All supporting documentation as required as part of the Tender submission

The tenderers shall adhere to the following requirements when submitting Tenders:

- Any additional pre-existing material which is necessary to support the tender should be included as schedules with cross-references to this material in the main body of the tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.

- Where documents are embedded within other documents, tenderers must upload separate copies of the embedded documents.
- All pricing documents must be uploaded separately in an excel format and not embedded within any other documents.
- The tender must be in English.
- A list of supporting material must be supplied.

The tender must be clear, concise and complete. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the deadline.

3.2 Submission of Tenders

Each Tenderer:

- Must submit one tender.

The tenderer must be capable of being accepted by the Authority in its own right. The tender must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the tender itself.

3.3 Contract terms

The draft contract is provided as part of this tender. By submitting a tender, tenderers are agreeing to be bound by the terms of this ITT and the contract without further negotiation or amendment.

If the terms of the contract render the proposals in the tenderer's tender unworkable, the tenderer should submit a clarification in accordance with paragraph 1.7 and the Authority will consider whether any amendment to the contract is required. Any amendments shall be published through the clarifications function of ProContract and shall apply to all tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.4 Documents forming the contract

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

- Contract and its schedules.
- Specification.
- Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).
- A pricing model (as completed by the Service Provider).
- Responses to requirements
- A list of commercially sensitive information

3.5 Consortia and subcontractors

The Authority requires all tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their tender, and in particular specify the share of the contract it intends to sub-contract, any proposed sub-contractors, and who the tenderer intends the Authority to contract with.

For the purposes of this ITT, 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 Authority.
- **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 subcontractors to the Service Provider.

3.6 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, the Authority, will not 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 ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a tenderer proposes to enter into a contract with the Authority, 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 ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

3.7 Confidentiality and Freedom of Information

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

As a public body, the Authority 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.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority 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 Authority shall treat all tenderers' 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 Authority's transparency obligations.

Therefore, tenderers are responsible for ensuring that any information it is considered confidential or commercially sensitive information, has been clearly identified to the Authority.

3.8 Publicity

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

3.9 Tenderer conduct and conflicts of interest

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

- Devise or amend the content of their tender 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 tender, 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 Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender.
- Canvass the Authority or any employees or members of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another tenderer or tender.

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

3.10 Authority's rights

The Authority reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority.
- Seek clarification or documents in respect of a tenderer's submission.
- Disqualify any tenderer that does not submit a compliant tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is responsible for any serious misrepresentation in relation to its tender, expression of interest, the PQQ or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any contract [or Lot] as a result of this 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.

3.11 Bid costs

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

4. TENDER 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 Authority.

The Award Criteria are:

- 40% Quality
- 60% Cost

Scores are arrived at following the application of the Evaluation Criteria set out below to the Tenderer's Tender.

All tenderers shall provide information, which demonstrates their understanding of, and ability to meet the specification.

For the tender submission to be compliant and taken forward to the evaluation stage, all Essential Criteria as listed in the Specification must be met. Failure to meet all essential criteria will lead to the bid being deemed non-compliant.

To ensure that tenders are evaluated on a consistent basis it is essential that responses are made to all the issues listed in the evaluation criteria within this document and are clearly referenced to specific evaluation criteria.

Unclear tenders may be discounted in evaluation and may, at the Authority's discretion, be taken as a rejection by the tenderer of the terms set out in this ITT. The Authority reserves the rights to seek clarification.

The tender evaluation model showing the evaluation criteria and the maximum scores attributable to them is set out below:

Criteria	Weighting	Tender Submission Documents used to Assess Criterion
Quality Criteria	40%	Supplier Technical Submission
Price	60%	Pricing Document
Total	100%	

4.2 Quality Questions – 40%

For the tender submission to be compliant and taken forward to the evaluation stage, all Essential Criteria as listed in the Specification must be met. Failure to meet all essential criteria will lead to the bid being deemed non-compliant.

The technical evaluation of bids will utilise the award criteria and weightings as demonstrated below in response to the questions as posed.

Level 1 Criteria	Level 1 Weighting	Level 2 Criteria	Question Weighting
Specification and functionality	100%	1. Please outline the service and maintenance procedures that you will adopt in delivering the contract. This should include installation, delivery, ensuring correct operation of the equipment, and how the need for any spare parts/replacement items would be accommodated.	30
		2. Please provide a phased programme detailing your mobilisation period and project plans with dates and milestones, clearly outlining how you would meet the requirements of the project and satisfactory delivery of user acceptance testing.	30
		3. Please outline and provide evidence of your after sales service management, including outline details of maintenance reports to be provided to MKC outlining service and repairs. To include evidence of prior experience in delivering like for like repairs.	25
		4. Please outline your approach to Staff training on completion of works.	15
Total	100%		

All tenders will be assessed against the questions above and the evaluation matrix as included within the tender pack. The evaluation panel will be made up of:

- Representative from Coroners/Registrars service
- Representative from Democratic Services
- Representative from Facilities team
- Representative from IT

The following scoring criteria shall be used when evaluating the technical submissions:

Score	Definition
0	Response does not meet requirements or no response is provided.
1	Response partially meets requirements but contains significant weaknesses, issues or omissions
2	Response meets requirements to an acceptable standard but contains some weaknesses, issues or omissions.
3	Response meets requirements to a high standard. Robust and detailed in all respects.

Responses may be scored any number between 0 and 3.

To ensure the relative importance of the evaluation criteria are correctly reflected in the overall scores, a weighting system will be applied. The score for each evaluation sub-criteria response will be multiplied by the question weighting to provide a weighted score for that question.

All questions will be scored against the above definitions.

A moderation meeting will be held where all scores will be moderated accordingly. If the evaluation panel have given a response a different score, the moderator will facilitate discussion to allow an agreed score to be found. The evaluation team will then consider the scores and the overall viability of the tender's to determine the Most Economically Advantageous Tender.

For the tender submission to be compliant and taken forward to the evaluation stage, all Essential Criteria as listed in the Specification must be met. Failure to meet all essential criteria will lead to the bid being deemed non-compliant.

Should all essential criteria be met, a minimum quality threshold of a score of 2 out of the available 3 must be met for all quality evaluation criteria in order to be considered for this tender submission to be taken forward to the Price evaluation stage.

4.3 PRICE CRITERIA – 60%

The price evaluation of bids will utilise the award criteria and weighting as demonstrated below.

Weighting	Tender Submission Documents used to Assess Criterion
60%	Audio Visual Equipment Costs & Installation
10%	Supporting software & licencing costs
25%	Maintenance Services for Audio Video Equipment and Conference System at the Civic Offices
5%	Staff Training
100%	

Cost payable by the Authority will be evaluated in accordance with below. The tenderer providing the lowest cost to the Authority will be awarded maximum points and all other tenderers will be awarded points on a pro-rata basis as shown in the table by way of an example:

Tenderer	Cost to Council (£m)	Calculation	Points
Tenderer 1	2.00		60.00
Tenderer 2	2.20	$2.0/2.2 \times 60$	54.54
Tenderer 3	2.40	$2.0/2.4 \times 60$	49.99
Tenderer 4	2.80	$2.0/2.8 \times 60$	42.86

Should the pricing evaluation have more than one section attributed within it, each section will be assessed using the above methodology incorporating the weighting per line as shown.

Prices for each item should be recorded in Part C – the Pricing Schedule.