

DN317787

**Concession Contract**

Tall Ships Hospitality Provider

Quotation Document



**Correspondence relating to this Tender may only be made through the Messaging area on the Due North Portal, ProContract The Chest.**

Closing date for receipt of completed tenders via ProContract The Chest: XXX

Contract Period: 6 months

# Instructions for completing the Quotation Document

It is the City Council’s intention that, where a number of organisations are working in partnership to provide the solution, a single entity will act as prime contractor.

All answers must specifically refer to each component in the consortium if established, or the prospective lead organisation of a future consortium.

Unless specifically requested to supply copies of documents, please insert your answers in the space provided following each question (the table will expand as required). All enclosures and supporting documents should be clearly marked with the sections and questions to which they relate. -

Please do not include general marketing or promotional material from your Organisation as answers to any of the questions unless specifically requested to do so.

All quotations that satisfy all mandatory and compliance aspects of the Organisational Questionnaire will progress to the commercial evaluation stage: Non-satisfactory responses to the Organisational Questionnaire will not be considered further.

Your submission and supporting documents must be uploaded through the Due North Portal.

# Indicative Timetable

Tender timetable – the proposed timetable for the procurement is set out below. Please note however that the stages and timings are indicative and the Council reserves the right to vary, amend or cancel the Tender at any stage prior to entering into a contract with a Bidder.

|  |  |
| --- | --- |
| ACTION | DATE |
| Issued | 15th January 2018 |
| Deadline for Questions | 23rd January 2018 |
| Deadline for Response of Questions | 25th January 2018 |
| Deadline for Submission | **3pm 29th January 2018** |
| Award | 7th February 2018 |
| Contract Start Date | 12th February 2018 |

# Information Requirements and General Guidance for completing the Organisational Questionnaire

Only organisations who demonstrate they have the required capability and capacity to deliver the contract will be taken through to the commercial assessment stage.

The Organisational Questionnaire questions are classified according to the requirements of each section as follows:

* All questions are mandatory – failure to answer a question may invalidate the Organisational Questionnaire.
* Compliance Requirements – PASS (compliance) / FAIL (non-compliance) and will be classed as ‘Gates’ which must be passed before candidates may proceed to the next section of the Organisational Questionnaire. Gates are classified as ‘Hard’ or ‘Soft’.
* Example of a Hard Gate:

Professional Misconduct Statement - If any of the criteria detailed in section 9 applies to the Candidate’s organisation, the organisation will be disqualified from the tender process; LCC has no powers to waive the exclusion.

* Example of a Soft Gate:

Where the level of insurance carried by a candidate is below the level required by LCC; the candidate would be invited to increase the level of cover. If the candidate accepts the invitation they will pass the gate and will remain in the tender process. If the candidate declines the invitation, they will have failed the gate and will be disqualified from further participation in the tender.

Please ensure you complete any question that requires a ‘Yes’, ‘No’ or ‘Not Applicable’ response by placing an ‘X’ in the appropriate box.

The status of each question of the Organisational Questionnaire is displayed at the beginning of each section or sub-section.

# Evaluation Process

* The Evaluation Criteria, including weightings and relevant scoring methodology will be clearly set out in the ‘Selection Criteria’ table.
* LCC will assess each provider’s response to the requirement set out in the specification/brief
* Each provider will be evaluated by a panel appointed by LCC

## Weighted Questions:

* Each individual member of the panel will award a score of 0-5 for each requirement
* The Scoring Methodology used is set out below
* A score of 0 or 1 in one or more of the questions may result in exclusion from the tender process.
* The final percentage score is then calculated using this average by dividing the bidder total section score by the total available score and multiplying by the section weighting.
* This percentage will form the providers final score for each relevant section

## Commercial Offer:

* The Tenderer (providing they are compliant and qualify to be quality assessed) with the highest commercial offer will be given the maximum score available.
* All other qualifying bids will be compared against the highest submitted bid and scored using the below formula:

Calculation: (Highest Commercial Offer / Other Bidder’s commercial Offer) x Section Weighting

## Final Score:

Each Bidders scores will be calculated by adding the total weighted scores together to produce one final overall score (out of 100%) that offers the most economically advantageous Tender for the Council.

Best and Final Offer:

We will treat your submission as your Best and Final Offer.

Scoring Methodology

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| SCORE | CATEGORY | SPECIFICATION | DETAIL | COMPLIANCE | COMPETENCY |
| **0** | **No Response** |  |  | Non – compliant. | Unable to assess due to lack of evidence. |
| **1** | **POOR** | Major deficiencies and only minimally addresses the specification. | Little relevant detail. | Non – compliant, but Applicant has submitted evidence of partial compliance, but this does not fully demonstrate the Applicant’s ability to meet LCC’s needs. | Little evidence of competency. |
| **2** | **PARTIAL** | Partial satisfaction of some aspects of the specification but with deficiencies apparent. | Contains some relevant detail, but incomplete. | Details provide some evidence of the Applicant’s potential ability to meet needs but some questions unanswered. Applicant has indicated partial / qualified compliance. | Some evidence of competency. |
| **3** | **SATISFACTORY** | Specification is addressed in full, but provides only basic detail. | Complete but basic. | Applicant indicates compliance. | Sufficient evidence of competency. |
| **4** | **GOOD** | Specification is addressed in full and contains a good level of detail. | A good level of detail which evidences that the Applicant can meet the needs of LCC. | Applicant indicates compliance with good evidence of ability to meet needs including LCC specific detail (if appropriate). | Good evidence of competency. |
| **5** | **EXCELLENT** | Specification may be enhanced by Applicant’s approach. Response adds value and may contain some innovation. | An impressive level of explicit detail which clearly evidences that the Applicant can fulfil LCC’s needs. | Applicant indicates compliance with a high level of evidence of ability to meet needs, including a high quality of LCC specific detail (if appropriate). | Excellent evidence of competency. |
| **\* The definition of competency = in simple terms, the ability to carry out the service well.** This includes evidence of competence to carry out administrative functions within the contract, evidenced by a high quality of document presentation; accuracy of detail and clarity of response; including attachment of all enclosures. | | | | | |
| **GUIDELINES FOR MARKING OMITTED RESPONSES / CLARIFICATIONS** | | | | | |
| If a question is not applicable then this should be clearly stated, as failure to provide mandatory detail may invalidate or disadvantage the response. | | | | | |
| Failure to respond or an ambiguous response to any applicable question will usually lead to a clarification question being issued by LCC: the response to which (‘clarification answer’) may satisfy a mandatory response or a compliance requirement, however no marking credit will be given for any content within a clarification answer that is new or additional to that contained within the original response; however credit will be given for a clarification answer where ambiguous meaning is clarified, however the mark may be marginally affected on the basis of competency due to lack of clarity. | | | | | |
| For the avoidance of doubt, should a requested enclosure be omitted, then the Applicant will have the opportunity to submit the enclosure to satisfy a mandatory requirement, but no credit will be given for any information contained within the omitted enclosure. | | | | | |

# Social Value Background

## Social Value

* Liverpool City Council is committed to the Public Services (Social Value) Act 2012 (PSSVA 2012); ensuring that social, economic and environmental issues are considered at all stages of our commissioning and procuring process, and as part of the whole life cost of a contract.
* The Council aims to make Liverpool a greener, cleaner, healthier, more sustainable, better connected and attractive city offering fair and equal opportunity for all its citizens. LCC is committed to ensuring its procurement approach embraces the PSSSVA (2012) to support these aims in delivering city wide services that; are innovative; reduce waste; minimise the use of natural resources; promote health and reduce inequality; provide local economic opportunities.
* “Social Values” referred to in the act include: hiring / creating jobs locally; paying a living wage; linking to local apprenticeship and employment schemes; training and up skilling staff; collaborating with Third Sector / Community groups; supporting SMEs.
* More information on the PSSVA (2012) can be found at: <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

## Workforce Matters

Liverpool City Council (LCC) is persuaded by evidence which shows that the delivery of high quality public services is critically dependent on a workforce that is well-motivated, well led and has appropriate opportunities for training and skills development. These factors are also important for workforce recruitment and retention, and thus continuity of service. LCC itself has adopted workforce policies to meet these requirements. These policies include:

* A pay policy that includes a commitment to supporting the living wage;
* Fair employment practices;
* Clear managerial responsibility to nurture talent and help individuals fulfil their potential;
* A strong commitment to Modern Apprenticeships and to the development of Liverpool’s young workforce;
* Support for learning and development;
* No inappropriate use of zero hours contracts;
* No inappropriate use of “umbrella” companies;
* Flexible working;
* Flexi-time; and
* Career breaks

Liverpool City Council also attaches importance to ensuring effective consultation and involvement of staff works in works in partnership with recognised trade unions. While it is, of course, a personal decision whether or not to join a trade Union Liverpool City Council encourages its staff to join an appropriate Union and to play an active part within it, making sure their views are represented.

In order to ensure the highest standards of service quality in this contract we expect contractors whose workers work alongside ours to take a similarly positive approach to workforce-related matters as part of a fair and equitable employment and reward package.

## Living Wage Statement

* To improve the quality of life for low paid individuals and provide for a positive impact on the local economy, Liverpool City Council is committed to paying the Living Wage as calculated by The Living Wage Foundation to Council Staff.
* We would encourage other organisations providing services to Liverpool to adopt this approach with their own staff, whilst ensuring they continue to offer best value and quality within an affordable business model.
* From 1st April 2016, the government introduced a new statutory National Living Wage for staff aged 25 and over which is separate to the Living Wage.
* The Living Wage is a higher figure which is voluntary and is calculated by The Living Wage Foundation.
* Currently the UK Living Wage outside of London is £8.45 per hour but this will be regularly updated and it applies to those over 18 years of age but excludes apprentices or interns.

## Wellbeing Charter

The Authority recognises suppliers and providers who have gained accreditation to the Workplace Wellbeing Charter, details of which can be found at: <http://wellbeingcharter.org.uk/index.php>

# Organisational Questionnaire

|  |  |
| --- | --- |
| **Section** | **Scoring** |
| Part A - Detail of Key Person | Information Only |
| Part B - Organisation Information | Information Only |
| Part C - Insurance | Pass/Fail |
| Part D - Company Policies | Pass/Fail |
| Part E - References | Pass/Fail |

## Part A - Details of Key Person

* 1. Please insert into the box below the name and contact details of the key person who should be contacted with any queries in respect of your Organisational and Service Questionnaires.
  2. The key person should be able to act as a single point of contact within your Organisation for any queries that arise with your response to the Organisational and Service Questionnaires.
  3. Any changes relating to the Key Person or their contact details should therefore be notified to LCC promptly via The Chest.
  4. Contacts between LCC and the Key Person will only be through The Chest.

|  |  |
| --- | --- |
| Full name: |  |
| Position: |  |
| Telephone: |  |
| Fax: |  |
| E-mail: |  |
| Signature: |  |
| Date: |  |

## 

## Part B - Organisational Information

* Failure to provide information may invalidate your Organisational Questionnaire.

|  |  |  |  |
| --- | --- | --- | --- |
| **Information Only** | | | |
|  | **Full name of your organisation**  **Note: This should be the name of the organisation acting as prime/main contractor.** | |  |
|  | **Does your organisation operate under a different trading name to the stated at B1?** | | |  |  | | --- | --- | | **Yes** | **No** | |  |  |   **If Yes, please detail.** |
|  | **Please state whether your Organisation is constituted as a sole trader; partnership; private or public limited company or other?** | | **Status:** |
|  | **If a limited company, please provide your company registration number and a copy of the certificate of incorporation and any certificate of change of name.** | | **Registration number:** |
|  | **Please state your Organisation’s date of formation:** | | **Date of formation:** |
|  | **Please complete the contact details for your organisation’s principal (main) trading address.** | | **Address:** |
| **Telephone Number** | |  |
| **Fax Number** | |  |
| **E-mail address** | |  |
| **Website address** | |  |
|  | **Is your organisation’s registered address different to the address given at B.6?** | | |  |  | | --- | --- | | **Yes** | **No** | |  |  |   **If Yes, please provide your registered address.** |
|  | **Please confirm if the business in support of this contract is to be principally conducted from an address which is different from your main trading address as stated in B.6** | | |  |  | | --- | --- | | **Yes** | **No** | |  |  |   **If Yes, please detail the address and telephone number for the place from which business is to be conducted for this contract.** |
| **Address** | |  |
| **Telephone Number** | |  |
|  | **Will any other organisation(s) be supplying any aspect required by LCC, whether acting as part of a consortium or as sub-contractors, associates or in any other capacity?** | |  |  | | --- | --- | | **Yes** | **No** | |  |  |   **If Yes, please provide the names of the organisation(s) and the aspects(s) of the contract which is/are to be supplied** | |
| **Organisation Name** |  | |
| **Aspect of the contract** |  | |
| **Organisation Name** |  | |
| **Aspect of the contract** |  | |
|  | **Is your organisation a member of a group of companies?** | |  |  | | --- | --- | | **Yes** | **No** | |  |  |   **If Yes, please state the name, registration number and address of the holding company** | |
| **Name of holding company** |  | |
| **Registration Number** |  | |
| **Registered Office** |  | |
|  | **Will the holding company be guaranteeing your organisation’s performance of the contract?** | |  |  | | --- | --- | | **Yes** | **No** | |  |  | | |

## Part C - Insurance

* Prior to the award of and during the period of the contract, LCC requires that a minimum level of insurance is in place.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Pass/Fail** | | | | | | | |
|  | | **Public Liability** | | **Employer’s Liability** | | **Professional Indemnity** | |
| **LCC Minimum requirement \*** | | **£5,000,000** | | **£10,000,000** | | **N/A** | |
|  | **Please indicate if you have current insurance cover in place:** | **Yes** | **No** | **Yes** | **No** | **Yes** | **No** |
|  |  |  |  |  |  |
| **Amount of cover** |  | |  | |  | |
| **Insurer name** |  | |  | |  | |
| **Policy number** |  | |  | |  | |
| **Expiry date** |  | |  | |  | |

**Evidence will be required prior to award.**

## Part D - Company Policies

* LCC expects all suppliers and providers to operate within LCC’s contract for equalities and diversity which incorporates the Equality Act 2010.
* LCC Equal Opportunities statement and policy can be found at [www.liverpool.gov.uk](http://www.liverpool.gov.uk)
* Note: If your organisation is not subject to UK legislation, please supply details of your experience in working under equivalent material legislation, which, in your county, is designed to eliminate discrimination in relation to Race, Gender, Disability, Sexual Orientation, Religion or Belief and Age and to promote equality of opportunity.
* Any organisation with 5 or more employees will be expected to have a current Health & Safety Policy in place.

|  |  |  |
| --- | --- | --- |
| **Pass/Fail** | | |
|  | **Does your organisation have an equality and diversity policy?** | |  |  | | --- | --- | | **Yes** | **No** | |  |  | |
| **If NO, please give reasons for non-submission or no existing policy.** |  |
|  | **Does your organisation or proposed partners have a health and safety policy, up to date statement and related documents referred to from your policy?**  **This should include the following:**   * **Food Safety Management Systems based on Hazard Action Critical Contract Points (HACCP)** * **Control of Substances Hazardous to Health (COSHH) assessments.** * **Risk Assessments which are specific to this type of event including the transport of food.** * **Adherence to food labelling regulations, including food allergen labelling.**   **Note: The statement should be signed by a director and the date should not exceed 12 months.** | |  |  | | --- | --- | | **Yes** | **No** | |  |  | |

## Part E – References

|  |  |  |
| --- | --- | --- |
| **Pass/Fail** | | |
| Please provide contact details (incl. named individuals e-mail addresses and tel. no) of **at least one** organisation for which you have **performed similar deck and sailing hospitality events** that we may approach for references. | Note: You may not use LCC as a reference for the purpose of this tender.  Failure to provide at least one relevant reference will result in exclusion from the tender process.  Ensure that your referees are aware that an approach will be made and that they will be available to return the reference during the evaluation window (see timetable). | |
|  | **Referee One** | **Referee Two** |
| Contract name: |  |  |
| Organisation name: |  |  |
| Full postal address: |  |  |
| E-mail: |  |  |
| Phone number: |  |  |
| Annual value of contract: |  |  |
| Total value of contract: |  |  |
| Title/description of contract: |  |  |
| Detail of services provided: |  |  |
| Contract start date: |  |  |
| Length of contract: |  |  |

# Specification

## Introduction

**Tall Ship Regatta Commercial and Corporate Services**

This two-leg event, taking place over the summer of 2018 in north-west Europe, will see a magnificent fleet sail from Liverpool, U.K. to Dublin, Republic of Ireland, and then to Bordeaux, France, in an exciting race through the Irish Sea, Celtic Sea and Bay of Biscay.

Liverpool has hosted a Tall Ships event four times before (in 1984, 1992, 2008, and 2012). This will be the fifth event and will mark the 10-year anniversary of Liverpool being named the “European Capital of Culture”. The event will also coincide with the Bordeaux Wien Festival a four day event which will take place Liverpool’s UNESCO World Heritage Waterfront.

Liverpool City Council will be host port for the 2018 Tall Ships Regatta for which Hospitality service in the form of day sails and deck events on board the Tall Ships will be required for the event.

**Hospitality Services**

The Tall Ships Regatta Liverpool 2018 event is expected to attract approximately 20 vessels, and approximately 10 of these vessels will have the capacity to host hospitality events.

Hospitality events offer organisations and individuals the opportunity to board a Tall Ship and go out to sea for on a Day Sail or to hold or attend a Deck Event on the deck of a Tall Ship.

Liverpool City Council’s ability to offer pre-sold hospitality events is a highly effective recruitment tool which will assist Liverpool City Council’s Tall Ships Regatta Liverpool 2018 Project Team (the Project Team) in attracting high quality, spectacular vessels to come to Liverpool and take part in the Regatta.

An experienced Hospitality Services Contractor with the capacity, capability and contacts to market, sell and deliver the maximum number of high quality events is required.

Liverpool City Council estimates that 18 events could be sold and successfully delivered via Deck Events and possibly day sails by the Contractor. This figure is a reasonable estimation based on the current expressions of interest, but it is by no means the maximum number of events achievable or a guaranteed minimum.

The average price of a hospitality package at other Tall Ships events is in the region of £5,000 per event.

Of the vessels expected to come to Liverpool, specific vessels will offer Deck Events and the Contractor will work closely with the Project Team on this.

## Requirements

**Deck Events (Including Day Sails)**

A Deck Event is a social function where invited guests or members of the paying public enjoy refreshments and entertainment on the deck of a Tall Ship whilst berthed on the Port’s quayside and also including day sails.

The is a maximum of six periods throughout the event in which the participating Tall Ships located in Liverpool will be available to hold Deck events, please see below:

Friday 25th May Afternoon

Friday 25th May Evening

Saturday 26th May Afternoon

Saturday 26th May Evening

Sunday 27th May Afternoon

Sunday 27th May Evening

Refreshments at each Deck Event may include, but not be limited to, the following options depending on the customer’s requirements:

* Drinks reception with canapés and drinks
* Hot and cold buffets and drinks
* Silver service meals and drinks
* Catering for a range of Dietary and Faith requirements

It is anticipated that there will be an opportunity to offer paying guests attending certain deck parties the experience of sailing aboard a Tall Ship. This can be achieved by planning and delivering ‘Day Sailing’ excursions, i.e. sailing from berths outside of Liverpool’s Cruise Liner Terminal on short cruises out to sea for maximum 6 hours.

Liverpool City Council will inform the Contractor which vessels offer Deck Events and day sails.

The Contractor must ensure that it has the capacity to deliver Deck Events on various Tall Ships simultaneously.

Liverpool City Council seeks to appoint an appropriately experienced Contractor to market, sell, organise and deliver hospitality events, to corporate customers and private customers.

**The Contractor will be required to:**

1. **Develop Costed Packages**

Understand the costs of hospitality events and thereby develop costed packages for Deck Events of which some may include day sails at a range of price points. This will be done through negotiation with the Captains of the vessels regarding their prices for Deck Events including deck hire, and an understanding of the costs of food and beverages and associated costs. These packages and the cost of the covers must be agreed with Liverpool City Council.

1. **Create a Marketing and PR Strategy**

Work alongside Liverpool City Council to develop a marketing strategy to raise awareness of the opportunities and identify how to maximise sales. The Contractor will work alongside Liverpool City Council to design and produce appropriate marketing collateral that will coincide with the Three Festivals Tall Ships Regatta marketing material to sell the Hospitality Events, and will be responsible for all costs incurred.

1. **Sell Deck Events (Including Day Sails)**

The Contractor will be required to sell covers for hospitality functions to be held on Tall Ships.

The covers for the Hospitality Events will be sold as:

* Individual covers/sails
* Party Groups
* Bespoke Deck Events

Liverpool City Council will provide the Contractor with leads and contacts of organisations and individuals who have already expressed an interested in attending or holding Deck Events, however this is not an extensive list, and the Contractor will be required to have their own contacts and develop a contacts list of interested parties. All hospitality enquiries received by Liverpool City Council for the event will be referred on to the Contractor.

Liverpool City Council does not guarantee sole exclusive rights to the provision of hospitality on board the Tall Ships visiting Liverpool. In a minority of cases, ships’ operators will provide integral hospitality or make their own independent arrangements with local companies. The Project Team will, where possible, clarify which ships will be organising their own hospitality events.

1. **Organise Deck Events**

The Contractor will be responsible for and undertake all logistical planning and delivery essential for successful Deck Events at the Tall Ships event , ensuring:

* The transfer of furniture, stores, food and refreshments to and from the ships.
* The boarding and disembarkation of passengers for day sails
* The locations of the vessels, routes to and from are factored into planning.
* When planning the work to be undertaken, consideration is given to the crowded and busy nature of the festival and, where possible, all work is undertaken when sites are closed to the public.
* Close liaison is conducted with the Captains of the vessels to book decks and negotiate the use of ships’ resources.
* Liaising with customers who have purchased an event to determine their required specification; organising additional extras, e.g. banners and site dressing; entertainment etc.
* Guest capacity of each ship for each event is confirmed.
* Health and Safety requirements are met for all guests, staff and members of public. The Contractor is responsible for ensuring the health and safety of guests from arrival at the customer reception location until leaving the vessel at the end of each event. This will be carried out on advice from and liaison with the Event Safety Coordinator.

1. **Deliver Day Sails and Deck Events:**

The Contractor will ensure:

* Excellent customer service is given to Deck Event customers and that they are given clear instructions and met prior to their Deck Event.
* The negotiation of payments to ships for the use of their decks, Day Sails, kitchens, staff, furniture and any other useful resource.
* The provision of kitchens for the preparation and cooking of food, which may include negotiating with the Captain of the vessel with regards to access to facilities on the ships and where any facilities are not available, these are sourced.
* Provision of furniture required for Deck Events (possibly making use of vessel resources), this will include table, chairs, stands and any other furniture.
* Wet-weather contingency plans are to be in place making use of inside areas of vessels, integral vessel awnings or other solutions.
* Provision of tableware, cutlery, crockery and all necessary hospitality equipment is available.
* Provision of refreshments in accordance with customer demand.
* Provision of staff for management, delivery and servicing of Day Sails and Deck Events are available.
* Health and safety risk assessments are undertaken, adhered to and shared with the Event Safety Coordinator for each Deck Event.

1. **Deliver Outcomes**

The Contractor will achieve the following outcomes:

* Develop attractive, costed hospitality packages for Deck Events inc. day sails and, in consultation with Liverpool City Council’s appointed designer, the development of promotional/ marketing materials to attract customers.
* Research and develop a target list of businesses who are known corporate hospitality customers, and share this with Liverpool City Council for any possible additions to the list.
* Develop a strategy for the provision of hospitality at The Tall Ships Regattas Liverpool 2018, taking into consideration the restrictions and opportunities posed by working with Tall Ships which includes method of procurement of catering services where required; logistical planning and delivery, e.g. catering production, preparation and delivery, at the events; liaison, negotiation and contracting with third party organisations.
* Negotiate and put in place agreements with all hospitality customers and with Captains of the vessels for the use of the vessel and payment for the hire of each Tall Ship.
* Produce an action plan showing timescales for key project activities and milestones against which the contract will be monitored.

**Other requirements include**:

**Deck Event Licensing**

* The Contractor will apply to Liverpool City Council for a Temporary Event Notice (TEN) Licence for each vessel that is to be used for a Deck Event(s). At least ten days’ notice is to be required for such applications. The Contractor must add the licence fee to the costs of the Deck Event delivery.  The Contractor is responsible for all duties demanded under the terms of the licence.
* Licensing and insurance for Day Sails is the responsibility of the Captains of the vessels. The Provider will only progress Day Sail organisation with vessels that have provided proof of insurance and licensing to the Port State Control and Sail Training International. The Provider will need to liaise closely with the Harbourmaster regarding insurance and licensing for the Day Sails, as well as other operational issues.

**Safe Working Practices**

The Contractor must comply with all relevant Health and Safety legislation and have policies and procedures in place which demonstrates the Contractor understands and will adhere to the operational requirements of the following standards:

* Food Safety Management System based on the principles of Hazard Action Critical Control Points (HACCP).
* Control of Substances Hazardous to Health (COSHH) assessments.
* Risk assessments must be undertaken which are specific to the requirements of the event, including transport of hot and cold food.
* An adherence to the regulations, including but not limited to, food allergen labelling, which state all food businesses need to provide information about allergenic ingredients used in food sold or provided by them.

**Contract Monitoring and Management**

Performance against projected milestones will be monitored on a monthly basis.

The successful company will provide fortnightly sales and enquiry handling updates using a format agreed with Liverpool City Council, to include information on sales achieved; targets reached (%); slippages and corrective action to be taken; risks and issues.

The Provider is to liaise closely with Liverpool City Council and Council’s contracted Event Sponsorship Provider in order to ensure that potential sponsorship clients do not receive conflicting offers from representatives for the event.

The Council also requires an Open Book approach to this contract. This will allow for full visibility to ensure that local businesses have been used in the supply chain wherever possible and to calculate the amount, based on the relevant profit share, to be made payable to the Council.

## Commercial Offer

The Commercial Offer will consist of a fixed concession fee and a profit share arrangement.

Where the Contractor’s total Income from the Event exceeds the Operating Costs, the Profit shall be shared between the Contractor and Liverpool City Council in the proportion as set out in Commercial Offer. This payment will be based on the Open book information provided and Liverpool City Council will issue an invoice for the agreed sum.

## Social and Economic Considerations

It is expected that the Contractor will work with Liverpool City Council to provide opportunities for small to medium sized enterprises (“SMEs”) to bid for supply chain opportunities arising under this contract.

It is expected that the Contractor will help to increase the economic prosperity of the City with the delivery of this contract through:

* Providing training and development opportunities
* Providing work experience opportunities to pupils within local schools and other educational establishments
* The use of local SMEs to support your supply chain for the delivery of this service
* Support relevant VCS organisations
* Ensuring that these requirements are understood and delivered by any sub-contractors (where relevant)

## Contract Period

The contract period shall be for six months including the three day event delivery.

# Evaluation Questions

## Quality (60% Weighting)

Please provide a response to the questions below. Each question carries an individual weighting which is clearly marked. Please also note any word limits or any attachments which are required with your response.

|  |
| --- |
| **Q1. Weighting 25%** |
| Please provide a detailed proposal of how you intend to approach and deliver the work for each of the elements of the contract. This will include (but is not limited to) demonstrating how you will sell, plan and deliver the hospitality events for the Tall Ship Regatta Liverpool 2018.  Your response should include:   * How you intend to approach and deliver the work for each of the deck parties including day sails. * A timeline detailing each stage and key milestones.   *Please submit one time line, please make sure to include at least one deck party with the option a day sail*   * How you will sell, plan and delivery the hospitality events for The Tall Ship Regatta Liverpool 2018. * Provide details of the key staff who will be involved in the management and delivery of this contract and their roles.   **Word Limit - 2000**  **Attachments required – Yes (Timeline)** |
| Bidders response (please note you may format this section to accommodate your response) |
| **Q2. Weighting 5%** |
| Provide 2 example menus which you could offer for each of the following options:  • Drinks reception with canapés and drinks  • Hot and cold buffets and drinks  • Silver service meals and drinks  **Word Limit – N/A**  **Attachments required – Yes (example menus)** |
| Bidders response (please note you may format this section to accommodate your response) |
| **Q3. Weighting 10%** |
| Please provide a detailed proposal of how you will maintain your supply chain and obtain value for money against your overheads and profit in order to maximise profit.  **Word Limit – 1000**  **Attachments required - No** |
| Bidders response (please note you may format this section to accommodate your response) |
| **Q4. Weighting 10% in total** |
| Please give details on how you will operationally deliver Deck Events and Day Sails:-   1. Deck Events – this should include, but is not limited to, how you will organise food preparation and cooking; transportation of refreshments; delivery and serving of refreshments at each Deck Event, ensuring all elements take into consideration the constraints of working at a busy event site. **(5% weighting)** 2. Day Sails – this should include, but is not limited to, how you will ensure customers have clear instructions about appropriate clothing, muster points, refreshments and itinerary. **(5% weighting)**   **Word Limit – 1000 per questions**  **Attachments required - No** |
| Bidders response (please note you may format this section to accommodate your response) |
| **Q5. Weighting 10%** |
| Social and Economic Value - Please detail how your organisation will help to increase the economic prosperity of the City with the delivery of this contract. Your response must address the social and economic requirements of the Specification and must include how you would:  • Provide training and development opportunities  • Provide work experience opportunities to pupils within local schools and other educational establishments  • Use local small businesses within Liverpool to support your supply chain for the delivery of this service  • Supporting relevant VCS organisations  • Ensure requirements are understood and delivered by any sub-contractors (where relevant).  Please give the name and job title of the person responsible for ensuring the delivery of the social and economic benefits within this contract.  *Good answers will demonstrate what additional social value will be delivered as a direct result of this contract and will include SMART objectives (Specific, Measureable, Achievable, Reviewable, Time limited) against each of the elements which can be monitored and reported during contract management procedures.*  **Word Limit – 1000**  **Attachments required - No** |
| Bidders response (please note you may format this section to accommodate your response) |

## Commercial Offer (40% Weighting)

**Section One: The Concession Fee (30% weighting)**

The Contractor will be required to pay to the Council a Concession Fee of a minimum sum of £7,000 (or such higher amount as may be proposed by the Bidder) as a single upfront payment due on contract award in consideration for the grant of the concession.

The Concession Fee shall be payable by the Contractor to Liverpool City Council on contract signature under the terms of the Concession Agreement.

Please confirm the amount of the Concession Fee to be paid to the Council:

**Concession Fee:**  (This amount must be no less than £7,000)

**Section Two: Profit Share (10% weighting)**

Bidders must set out below the percentage share of profit to be paid to the Council.

This percentage split shall be no less than 20% to the Council and no more than 80% to the Contractor (or such alternative percentage split as may be proposed by the Bidder which provides a higher percentage share for the Council).

Please confirm below the percentage share of Profit that shall be provided to the Council:

**Profit Share:** (This % must be no less than 20%)

# Professional Misconduct Statement

Candidates are strongly advised to review these requirements prior to completing the RFQ and refer any potential applicable circumstances to LCC prior to submission.

Candidates are also strongly advised that if they have any doubts as to what may or may not be an applicable circumstance to discuss the circumstances with LCC.

Failure to declare a potential applicable circumstance may invalidate the RFQ and any subsequent contract award.

In accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended), we confirm that, to the best of our knowledge, the candidate’s organisation is not in breach of the provisions of the said regulation and in particular:

## Grounds for Mandatory rejection (Ineligibility)

The organisation (or its directors or any other person who had powers of representation, decision or control of the candidate’s organisation) had not been convicted of any of the following offences;

1. Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);
2. Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);
3. The offence of bribery;
4. Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of;
   1. The offence of cheating the Revenue
   2. The offence of conspiracy of defraud
   3. Fraud or theft the meaning of the Theft Act 1968 and the Theft Act 1978;
   4. Fraudulent trading within the meaning of section 456 of the Companies Act 1985
   5. Defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994
   6. An offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
   7. Destroying, defacing or concealing of documents or procuring extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
   8. Money laundering within the meaning of the Money Laundering Regulations 2003; or
   9. Any offences within the meaning of Article 45(1) of the Public Sector Directive

## Grounds for Discretionary rejection

**The supplier**

1. Being an individual is not bankrupt or has not had a receiving order or administration order or bankrupt restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors

or do not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the insolvency Act 1986

or article 242 of the insolvency (Northern Ireland) Order 1989

or in Scotland had not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state.

1. Being a partnership constituted under Scots law had not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
2. Being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation,

nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of similar procedures under the law of any other state;

1. Has not been convicted of a criminal offence relating to the conduct of his business or profession;
2. Has not committed an act of grave misconduct in the course of his business or profession;
3. Has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant state in which the organisation is established;
4. Has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or the relevant state in which the economic operator is established;
5. Is not guilty of serious misrepresentation in providing any information required of him under this regulation
6. In relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

* **Full compliance with the above Regulation must be declared by a senior representative, on behalf of the organisation making this application, signing below:**

|  |  |  |  |
| --- | --- | --- | --- |
| Signed: |  | Date: |  |
| Print name: |  | | |
| Position/Status in Organisation: |  | | |
| Organisation’s Name: |  | | |
| Organisation’s address: |  | | |

# Undertakings

* **This undertaking is to be signed by a senior person on behalf of the organisation making this application.**

My organisation in completing this Organisational Questionnaire, has considered the outline specification and I certify that my organisation is interested in performing the services set out in it.

I certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the Organisational Questionnaire. I understand and accept that the provision of false or inadequate information could result in the rejection of this application.

I understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body. I also understand that any such action will empower the Council to cancel any contract currently in force and will result in the rejection of this application.

I certify that as a bidder I shall not disclose to, or discuss any aspect of this ITT, of my bids, with any other bidder. Any such collusion with another bidder may constitute an infringement of the Chapter 1 prohibition contained in Section 2(1) of the Competition Act 1998 and the bidder shall also be liable to disqualification from this ITT.

* **Signed for and on behalf of the organisation:**

|  |  |  |  |
| --- | --- | --- | --- |
| Signed: |  | Date: |  |
| Print name: |  | | |
| Position/Status in Organisation: |  | | |
| Organisation’s Name: |  | | |
| Organisation’s address: |  | | |