Kent and Medway Towns Fire Authority

Request for Quotation

For

Catering Services at Service Headquarters, Training Centre and Rochester

Ref C19022

**Section One Scope and Context**

**Corporate Information**

Kent and Medway Fire and Rescue Authority (“the Authority”) is one of the largest Fire and Rescue Authorities in the country, responsible for delivering fire and rescue services to over 1.7 million people in the county of Kent covering 3,855Sq km, with a large coastline including the Channel Tunnel, the Dartford river crossings and two large ports. It is a Combined Fire Authority which means that it is a standalone local authority in its own right. It draws 21 of its elected Members from Kent County Council and 4 from Medway Council. The Authority employs approximately 1,500 staff to deliver services throughout Kent and Medway. The Authority operates a 24-hour service across 55 fire stations, a training centre, control centre and Service Headquarters. It also has a fleet of 75 front line fire engines and a range of specialist operational support vehicles.

The Authority undertakes a range of functions including providing community safety to the public, fire safety for businesses, and responding to emergencies to meet its statutory duties. How this is achieved is set out in the Corporate Plan, available from [www.kent.fire-uk.org](http://www.kent.fire-uk.org).

The Authority has a revenue budget of approximately £70m.  Over 80% of its costs relate to staff pay, allowances and pensions.

Please Note: The legal entity for contracting and other purposes is The Kent and Medway Towns Fire Authority (“The Authority”), which is the name under which the Authority was created in 1998. Since 2004, it has been referred to as Kent and Medway Fire and Rescue Authority to recognise its broader remit.

In accordance with best procurement practice, EU and UK Procurement Directives and Regulations and the Authority’s service order, the Authority is seeking to choose a Tenderer(s) by competitive tender for the provision of a supplier to provide catering services for our Station Headquarters and Training Centre in Maidstone, our Training Centre in Rochester and our Ramsgate Fire Station.

**Equalities Statement**

The Authority is committed to developing, promoting and delivering its services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, gender, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.

The Authority expects its suppliers and other people who deliver its goods, services or works to comply with its Equality Policy and share this vision and these values. All organisations that want to provide goods, works and/or services to the Authority must be able to show that they are taking steps to allow equal access to the provision of goods, works and services, provide fair treatment and equal opportunity.

**The Authority’s Equality Vision and Objectives may be viewed by clicking on the following link:**

<http://www.kent.fire-uk.org/about-us/equality-and-diversity/>

**Environment Statement**

The Authority is committed to reducing its impact on the Environment and has published its Carbon Management Plan on its website -<http://www.kent.fire-uk.org/about-us/plans-policies-and-performance/corporate-plan/caring-for-the-environment/>

The Authority expects its suppliers and other people who deliver goods, services or works to it to comply with all current legislation relating to Environmental matters.

**Ethical Code of Conduct**

As part of the agreement between the parties to this Contract an Ethical Code of Conduct will be required. This code will reflect the commitment of the parties to deliver continued value and wellbeing throughout the Contract period that benefits the contractual parties.

During the Contract term all parties agree to retain relative information as confidential unless a need to release is confirmed by a request for information through the Freedom of Information Act 2000.

At no point during the Contract will any contractual parties bring any other contractual parties into disrepute. These areas of disrepute will include, but not exclude, any other legitimate associated action:

* Slander
* Sharing of information specific to the Contract with those not a party to the contract
* Demonstrating a disregard for Contract prices and users
* Becoming involved with any external contract organisation, party or individual with the intention of disrupting the supply of goods or services being delivered from the Contract
* The intention to cause damage to a contractual party whether by verbal, written or physical action involving reputation, monetary, loss of existing or future identified business.

If any claims for unethical behaviour or physical action are reported to the Authority an investigation will be undertaken. In the event of a claim being unsubstantiated the plaintiff and accused will be advised. In the event of a substantial claim being identified the accused will be removed from the Contract with immediate effect.

At any point during the investigation neither party should undertake any actions that can be deemed as influencing the process. Continued associate actions will result in the process being halted and where appropriate the Contract terminated.

**Bribery, Corruption and Collusion**

The Authority and its suppliers are bound by the Bribery Act 2010.

Members of the public expect the highest standards of conduct and integrity from employees of a public service. The Authority therefore requires that suppliers and staff conduct themselves in a manner reflective of the Authority’s core values.

If any employee, director or owner of any Tenderer or incumbent supplier has been previously or is later convicted for the offence of bribery, where the offence relates to active corruption bribery within the meaning of section 1 or 6 of the Bribery Act 2010 then the Authority will immediately cancel any current contract or purchase order without cost or obligation to the Authority.

**Section Two Instructions to Tenderers**

**2.1 Tender Documents**

The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with the Authority.

In this section the words and expressions contained therein shall have the same meaning ascribed to them in the Conditions and the Specification.

The tender documents must be submitted electronically using ProContract e-tendering system, using the link provided [www.kentbusinessportal.org.uk](http://www.kentbusinessportal.org.uk).

During this tender process, all communication (including contact and questions in connection with this tender) must be submitted using the Discussions link on ProContract. The responses will be distributed where appropriate to all tenderers via ProContract. All correspondence shall clearly state the Tender reference number – C19022

Tenderers should ensure that they visit the Discussions link on the ProContract e-tendering system to view any questions and answers that have already been raised, together with any additional information that might have been posted.

**2.2 Use of Kent Business Portal – ProContract**

This procurement opportunity will be completed via the Kent Business Portal - ProContract electronic tendering suite, a site run by Due North. The site can be accessed by visiting [www.kentbusinessportal.org.uk](http://www.kentbusinessportal.org.uk)

Tenderers should note that final submissions must be ‘uploaded’ via ProContract. Failure to follow this path may result in the tender submission being disregarded.

Instructions on how to submit your response can be found within the ‘Help’ facility in ProContract. These instructions should be consulted in order to ensure that your response is submitted correctly.

To submit a response, the ‘Submit Response’ button must be used and an e-mail of confirmation will be provided when a submission is successful. Tenderers should retain this e-mail of confirmation.

The ProContract System maintains a strict audit trail, part of which gives detail as to the exact time that a response was uploaded. This audit trail will be used to determine if a tender response is late. There will be no exceptions unless the Tenderer can provide evidence to the contrary.

If, at any time, you experience difficulty accessing ProContract, please contact the support desk on 01670 597136.

NB: Tenderers should note the following when uploading documents to the ProContract portal prior to submission:

A 10MB file will take approximately 8 minutes on average to upload on a standard Broadband connection (256Kbps upload speed). Please take this into consideration when uploading larger files and ensure that you leave sufficient time to complete your submission before the deadline.

**2.3 Preparation of Tender**

The information contained within this document should be regarded as a statement of the current requirement as far as the Authority is able to determine at this time. Tenderers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a tender, Tenderers shall be deemed to have read and understood all of the tender documents.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. The authority will not accept marketing materials, or web links as a response to questions or a response which points the evaluator to another part of the document, all questions should be answered within the relevant response boxes provided. Evaluators will not cross-reference responses and will only evaluate the information provided within the response box for each question. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

If any points in the tender documents are unclear, Tenderers may seek clarification via ProContract using the Discussions facility.

Tenderers may propose alternative solutions to meet the Authority’s requirement. Should alternatives be proposed, the alternatives must, as a minimum, fulfil the requirement described in the Invitation to Tender documents otherwise the tender will be rejected.

**2.4 Submission of Tender**

Tenderers must sign and date the Form of Tender provided unqualified and return it together with their tender submission to confirm that all Terms, Conditions and Variations specified by the Authority during the tender period have been understood and accepted. Failure to submit a signed Form of Tender document will result in the rejection of the tender submission.

* **All documents requiring a signature must be signed:-**
* **where the Tenderer is an individual by that individual;**
* **where the Tenderer is a partnership, by at least two duly authorised**
* **Partners;**
* **where the Tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.**

**Tender responses must be submitted electronically via ProContract, no later than 12 noon 23rd September 2019.**

Tenderers are required to submit one copy of their bid in Microsoft® Word format. All pricing must be submitted using Microsoft® Excel format when appropriate. The Authority accepts that some appendices may not be available in a Microsoft® Word format. In such circumstances PDF format only will be accepted*.*

NB: To ensure on-time submissions, Tenderers are strongly advised to complete uploading of their responses at least 24 hours prior to the deadline to avoid possible disappointment.

**2.5 Late Tenders**

Any tenders submitted to the ProContract Kent Business Portal after 12 noon on **23rd September 2019** will not be accepted unless the Tenderer can provide irrefutable evidence that the tender was capable of being received by the due date and time.

**2.6 Clarifications during the Tender Process**

During the tender process, Tenderers and/or the Authority may find it necessary to request and/or issue tender clarifications. These requests will be addressed within five (4) days working days from request. The process will require a cut off period prior to submission of tenders for all requests, this cut of date is detailed in the procurement timetable below. The Authoritycannot accept, at point of submission, any tender change requests, as this would be deemed a counter offer and therefore the tender will be rejected and not evaluated.

**2.7 Tender Validity**

Your Tender should remain open for acceptance for a period of 120 days. Any tender submitted showing a shorter validity period may be rejected.

**2.8 Conditional Tenders**

Any Tenderer submitting a tender that contains a condition that is deemed as unacceptable by the Authority shall be given the opportunity to withdraw the condition without any amendment to the tender. If the tenderer fails to remove the condition upon which its tender relies then the Authority reserves the right to reject the tender.

**2.9 Tie Break**

In the event of a tie break (where two or more top scoring Tenderers have the same total weighted score including both quality and price), the Authority will aware the Contract to the Tenderer offering the lowest price.

**2.10 Evaluation Process – Pass/Fail Criteria**

In the event that no Tenderer passes the Pass/Fail criteria outlined below, the Authority reserves the right, as its discretion, to continue the procurement process as if all Tenderers had satisfactorily met the applicable requirement(s). Thereafter the Authority may seek further clarification regarding the minimum standards which can be met. In such circumstances all Tenderers will be treated equally.

**2.11 Contract Award and Termination**

The Authority, as its sole discretion, reserves the right to withdraw all or any part of this Invitation to Tender at any time during the procurement exercise without liability, or to not Award a Contract at all. In all cicumstances, the Authority reserves the right to terminate in accordance with the Conditions of the Contract.

**2.12 Project**

Set out below is the proposed procurement timetable.

|  |  |
| --- | --- |
| Indicative Procurement Timetable | |
| Date | Stage |
| 3rd September 2019 | Date RFQ issued |
| 17th September 2019 | Final Date for Submission of Tender Clarifications |
| 23rd September 2019 | Deadline for Tender Submission |
| 7th October 2019 | Notice of recommendation for Award of Contract |
| 15th October 2019 | Contract Commencement |

These dates are provided for information purposes only. The Authority does not guarantee to complete each phase by the date stated above.

**2.13 Authority Not Bound**

The Authority does not bind itself to accept any tender in whole or in part.

**2.14 Tenderer’s Costs**

Under no circumstances shall the Authority accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the tender.

Under no circumstances shall the Authority incur any liability or costs in respect of this RFQ or any supporting documentation or in respect of any decision to suspend or discontinue this procurement process.

Tenderers should note that if a future court decision deems any Contract resulting from this RFQ to be ineffective and is subsequently put aside, Tenderers for the Contract will not be entitled to claim for direct, indirect or consequential loss due to Contract suspension and/or termination. Additionally it should be noted that in the event of a legal challenge being received against this Contract under the Remedies Directive 2010 the following additional terms will take precedence:

* The Authority reserves the right, subject to appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate or suspend the process at any time in its absolute discretion.
* All other existing terms and conditions will remain in effect until notice is received of any revised Contract

Any discussions or correspondence between the Authority and Tenderers shall be conducted without any obligation whatsoever by the Authority to enter into or become bound by any Contract.

**Unless agreed in writing by a duly authorised member of the Authority’s Procurement Team, no amendment or modification can be made to the Tender Documentation.**

The Authority will not be bound by any Contract until the Contract is embodied in a formal document and signed by all parties

**2.15 Canvassing**

Direct or indirect canvassing of any officer, Member or agent of the Authority by any potential Tenderer concerning this requirement, or any attempt to procure information from any such person concerning this RFQ may result in the disqualification of the potential Tenderer from consideration for this requirement.

**2.16 Confidentiality & Publicity Statement**

The contents of this RFQ and of any other documentation made available in respect of this process are provided on the basis that they remain the property of the Authority and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this RFQ and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to this RFQ process or to the Contract without the prior written agreement of the Authority and this includes the format and content of any publicity.

**2.17 Contract Award**

It is anticipated that the Authority will potentially award this Contract to a maximum of 2 Tenderers.

###### **Section Three – Selection and Assessment Methodology**

In line with public procurement regulations, the following details how the Authority will assess all Tenderers and tender submissions in relation to this requirement.

All tenders received will be considered on the information contained in the tender or obtained by the Authority as a direct result of the tender process. Submissions will be assessed on the basis of most economically advantageous tender (MEAT).

Evaluation will be divided into three stages:

* Stage One – Selection (Pass/Fail)
* Stage Two – Method Statements

Before the full tender is assessed and evaluated, Tenderers must first pass through the Selection criteria as stated in the following “Schedule 1 – Stage One – Selection”. These questions are **PASS or FAIL** rated. These questions will carry no evaluation score. However, if a **FAIL** is allocated to any single response then the Authority will reject the Tenderer and no further evaluation (Stage Two) will be undertaken.

**Stage One – Selection (PASS or FAIL)**

The following table, **Table 1**, details those questions that will be used to determine if the Tenderer and tender submission will be taken forward to Stage Two – Full Tender Evaluation. These questions attract a **PASS** or **FAIL** rating only. If a **FAIL** is allocatedin any one of the criteria stated in this table then the Tenderer will be deemed as not meeting the requirement of this opportunity and will not go forward to be evaluated in accordance with criteria set out in **Table 2**.

|  |  |
| --- | --- |
| **Number** | **Table 1 - Selection Criteria** |
| 3.1 | **Insurance**  Has the tenderer confirmed that they either already have or, if successful, are prepared to have, the required levels of insurance? If “No”, then the tender will not be taken forward for the rest of the evaluation. |
| 3.2 | **Form of Tender**  Has the tenderer completed and signed the Form of Tender? If “No”, then the tender will not be taken forward for the rest of the evaluation. In doing so the Tenderer accepts all aspects of the Contract as stated or subsequently agreed amendments including the terms and conditions and requirements of the Contract. |
| 3.3 | **Equalities –**  Has the Tenderer answered questions 3.3.1 to 3.3.4 inclusive?  If Tenderer has answered “No” to questions 3.3.1 or 3.3.2, or if the Tenderer has answered “Yes” to questions 3.3.3 or 3.3.4 and not provided adequate explanation then the tender will not be taken forward for the rest of the evaluation. |

**3.1 Insurance**

It is a requirement of contract award that the levels of insurance set out below will be held by the awarded Tenderer.

1. Employers Liability insurance – minimum of £5m
2. Public Liability insurance – minimum of £10m
3. Professional Indemnity insurance – minimum of £1m

*Tenderers should review the insurance requirements including not only the required level of insurance but also the basis on which that insurance should be held. The basis on which the various insurance policies are to be held are not all the same.*

**Tenderers should state if they already have or are prepared to take out the insurance to the current minimum levels stated.** Please **🗸** to indicate acceptance.

|  |  |
| --- | --- |
| Yes | No |
|  |  |

**Please submit copies of relevant Insurance Broker’s letters/Certificates as part of your submission.**

Any submitted insurance certificates must clearly state the policyholder, insurance company, type of insurance and indemnity level.

**3.2 Financial Information**

Tenderers should note that the Authority will only request a full financial/credit check **in respect of the successful tenderer** prior to making the award decision. The check will be requested from an independent source namely, Dun and Bradstreet. In addition the Authority may decide to carry out its own financial analysis based on the information provided and/or seek assurances/clarifications from the potential supplier regarding future financial stability. If after assessment of this information, and in the opinion of the Authority, the finances show an unacceptable level of risk, the Authority will decide not to proceed with the award.

**NB: Tenderers are advised to check in advance the financial information held in respect of their company by Dun and Bradstreet is accurate and up-to-date.**

New companies or non Limited Companies with less than 3 years available figures may be asked to provide information relating to the available years and a reference letter from their Bank. This letter should include as a minimum detail relating to:

* Solvency
* Ability to meet payments
* Appropriate accounts management

The Authority reserves the right to request any other additional financial information as necessary

|  |  |  |  |
| --- | --- | --- | --- |
|  | Question | Response | |
| **3.2.1** | Please provide a copy of your full audited accounts for the last two years.  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes ☐  No ☐ |

**3.3 Form of Tender**

Tenderers are required to agree to all Terms, Conditions and stated Requirements of the Contract.

Terms and Conditions may not be amended. However, Tenderers may seek clarification prior to the date stated for return of final tenders in Section Two of this RFQ.

Tenderers are required to complete and return in full the Form of Tender at Schedule Eight.

**3.4 Equalities and Diversity**

|  |
| --- |
| The Equality Act 2010 requires all public authorities to eliminate discrimination and promote equality of opportunity and foster good relations. |

In response to the above legislation and the Authority’s own values in promoting equality in everything it does, The Authority wants people who work with it to also demonstrate the same commitment to fairness and equality. That said, the Authority recognises a balance of actions required when procuring goods, works and services between costs and value, ability for Tenderers and contractors to comply with equality demands and the Authority’s commitment. The Authority also recognises that there are differences in the impact of equality on different contracts eg the purchase of paper is not the same as purchase of services to people and the Authority is therefore proportionate in its approach to different tendering exercises.

The Authority’s commitment to equality is expressed by developing, promoting and delivering its services, information and employment opportunities in such a way that it firstly recognises that people are different and need different things when the Authority serves them and secondly that the Authority does not discriminate against anyone on the grounds of age, disability, faith, gender, race, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy or maternity.

The Authority considers it necessary for organisations who intend to supply goods, works or services to it or on its behalf to demonstrate that reasonably practicable steps have been taken to allow equal access and treatment in employment and services for all and can give evidence of their approach to meeting the requirements of the law. The Authority is especially concerned that contractors when delivering a service on its behalf to the people of Kent and Medway or working with its staff can demonstrate that their staff have suitable understanding of how to work effectively with all people and that they have mechanisms in place to deal with inappropriate behaviour or practice.

The following question and answer section demonstrates how this policy will be applied to potential Tenderers or contractors to the Authority for the procurement of goods, works and/or services.

**Why do I, or my company, need to take equality into account?**

Organisations providing goods, works or services to, or on behalf of, the Authority must carry out their duties in accordance with UK legislation and take appropriate action to combat discrimination based on the protected characteristics. Failure to comply with this policy could make the Authority, and in some cases, individuals, liable to action and prevent organisations from being allowed to tender for the Authority goods, works or services.

**Do I, or my company, have to answer “Yes” to all the questions?**

It is not a legal requirement for a company to answer 'yes' to all of the questions before they are considered for selection. Greater importance will be given to the answers received for the questions referring to an external Suppliers’s policy and practice not to discriminate. The answers to these questions also inform the Authority if potential Tenderers or contractors have had a case of unlawful discrimination against them and the steps that they have taken to address any shortcomings.

**We do not have a written equal opportunities policy. Does this mean we will not be able to tender for work?**

Much of the current equality legislation applies to all service Tenderers or contractors and employers, not just statutory bodies. The Authority would therefore reasonably expect to see a demonstration of commitment to equality. Whilst the Authority would normally expect to see a written policy, it has taken time to consider how large versus small organisations coping with a difficult economic market can provide reasonable evidence of what they are doing to meet the equality commitment. The Authority therefore recognises that small firms, for instance, may not have written equality policies and does not want to exclude them from tendering for work, so will ask questions to test what actions they have taken to ensure their staff are compliant with the letter and spirit of the equality legislation.

**How will this affect clauses included in the contracts?**

The following standard clause covering equalities will be included in all contracts for services. The contract clause covers both contractors and sub-contractors and their obligations under current UK legislation.

“Throughout the duration of this Contract the Contractor shall, and in addition, shall ensure that its sub-contractors shall: - discharge their obligations under this Contract and (supply the Works and perform Services) in accordance with their responsibilities under the Equality Act 2010 and in a manner consistent with the Authority’s values on equality”.

**Will additional equality clauses be included in the Contract?**

Additional clauses relating to equality in relation to service delivery may also be included and monitored when pertinent to the contract, for example to ensure that the service is being provided to target groups.

**What questions will I, or my company, be asked?**

The questions detailed in the “*questions for contractors*” section of Prequalification Questionnaires (PQQs) and/or Request for Quotation (RFQ) and/or Invitation to Tender (ITT) and/or mini competition events relating to Framework Agreements are listed below. These are used to assess a potential Supplier’s suitability to undertake business with the Authority.

**Questions for Tenderers**

The Authority takes a proactive approach to its obligations arising from Equal Opportunities legislation, including the Equality Act 2010.

The Authority therefore considers it essential that all organisations wishing to provide goods or services are able to demonstrate that all reasonably practicable steps are taken to allow equal access and equal treatment in employment and service delivery for all in accordance with the above legislation or where your company is resident in a jurisdiction other than the UK, the equivalent legislation in that jurisdiction.

Tenderers are required to respond to the following questions:

|  |  |  |
| --- | --- | --- |
| **Description** | **Requirement/**  **Scoring Mechanism** | **Tenderer’s Response** |
| 3.3.1. Does your organisation have a written equal opportunities policy to avoid discrimination? | Answer “Yes” or “No” in column on the right  Yes = Pass, No = Fail |  |
| 3.3.2. Is it your policy as an employer to comply with your statutory obligations under the current legislation relating to Equal Opportunities and is it your practice not to treat one group less favourably than others because of their colour, race, nationality, ethnic origin, gender or disability, sexual orientation religion, belief or age in relation to decisions to recruit, train or promote employees? | Answer “Yes” or “No” in column on the right  Yes = Pass, No = Fail |  |
| 3.3.3. In the last three years, has any finding of discrimination been made against your organisation by any court or employment tribunal (in whatever jurisdiction)? If “Yes” please provide details and the action taken to prevent recurrence | Answer “Yes” or “No” in column on the right  Pass = “No” or “Yes” with evidence of steps taken to avoid repetition of the same or similar offence(s); or “Yes”, with little or no evidence of steps taken to avoid repetition of the same or similar offence(s) but The Authority does not consider the offence justifies elimination from this procurement exercise; or  Fail = “Yes” with little or no evidence of steps taken to avoid repetition of the same or similar offences and The Authority considers that the offence(s) justifies elimination from this procurement exercise |  |
| 3.3.4. In the last three years has your company been the subject of a formal investigation or judicial proceedings by the Racial Equality Council, Disability Rights Commission or the Equal Opportunities Commission (or such equivalent bodies in the jurisdiction in which you are incorporated or resident) on grounds of alleged unlawful discrimination? If “Yes” please provide details | Pass = “No” or “Yes” but The Authority does not consider it appropriate to eliminate the organisation from this procurement exercise; or  Fail = “Yes” and The Authority considers it justifiable to eliminate the organisation from this procurement exercise |  |

**Stage Two – Full Tender Evaluation**

If the Tenderer has passed Stage One – Selection, the full tender response will be evaluated using the criteria stated in the table below:

|  |  |  |
| --- | --- | --- |
|  | **Assessment Criteria** | **% Weighting** |
|  | **Lot 1** |  |
| **1** | **Pricing** | **60** |
| **2** | **Food Compliance** | **PASS / FAIL** |
| **3** | **Health and Safety** | **PASS / FAIL** |
| **4** | **Qualification & Experience** | **10** |
| **5** | **Order Process and Delivery** | **15** |
| **6** | **Minimum Order Value** | **PASS / FAIL** |
| **7** | **Cancellation Policy** | **10** |
| **8** | **Social Value** | **5** |
|  | **Total Weighting** | **100** |

|  |  |  |
| --- | --- | --- |
|  | **Assessment Criteria** | **% Weighting** |
|  | **Lot 2** |  |
| **1** | **Pricing** | **60** |
| **2** | **Food Compliance** | **PASS / FAIL** |
| **3** | **Health and Safety** | **PASS / FAIL** |
| **4** | **Qualification & Experience** | **10** |
| **5** | **Order Process & Delivery** | **15** |
| **6** | **Minimum Order Value** | **PASS / FAIL** |
| **7** | **Cancellation Policy** | **10** |
| **8** | **Social Value** | **5** |
|  | **Total Weighting** | **100** |

The embedded table details the full evaluation criteria and sub-criteria to be used by the Authority when scoring all tenders.



The total weighted score available is 100%

The Scoring methodology is based on an evaluation matrix of 0-5. Full details of the evaluation matrix can be found in the above evaluation sheet.

###### **Schedule One – Definitions**

The following expressions shall have the meanings ascribed to them in relation to the entire Contract:

|  |
| --- |
| **“Contract”** means the formal signed contract of supply between the parties |
| **“Documentation”** means any document issued by either party that is pertinent to the Contract. |
| **“Goods”** means the goods to be provided by the Tenderer in accordance with the terms of the Contract. |
| **“Invitation to Tender”** or **“ITT**” means this document and all its attachments and appendices. |
| “**Request for Quote”** or **“RFQ”** means this document and all its attachments and appendices. |
| **“Kent Fire and Rescue Service”** or **“KFRS”** means the name by Kent and Medway Towns Fire Authority is known to for non-contractual reference. |
| **“Kent and Medway Towns Fire Authority”** means the Contracting Authority who is managing the tender process, contract formation and ongoing contract management. |
| **“Order”** means the order for the Goods and/or Services that are made between the Kent and Medway Towns Fire Authority and the Tenderer under this Contract and that shall abide by the terms, conditions and requirement of the Contract. |
| **“Services”** means the services to be provided by the Tenderer in accordance with the terms of the Contract. |
| **“Tenderer”** means the Tenderer appointed as part of the tender process to the Contract who has agreed to supply the Services under the terms, conditions and requirement of the Contracts. |
| **“The Authority”** means the Kent and Medway Towns Fire Authority, the contracting Authority. |
| **“Works”** means the works to be provided by the Tenderer in accordance with the terms of the Contract. |
| **“Supplier”** means the supplier contracted to carry out the services. |

###### **Schedule Two – Company Information**

The following questions are **mandatory** and so must be completed by ALL tendering organisations. NB: Failure to do so may result in the tender being excluded from the process.

**This section is required for information purposes only and will not be scored but completion is required to ensure compliance with the Tender Instructions.**

**2.0** Tenderers are required to complete the following table:

|  |  |  |
| --- | --- | --- |
|  | **Description** | **To be completed by the Tenderer** |
| **2.1** | Company Name |  |
| **2.2** | Address (for correspondence) to include telephone/fax and e-mail address together with web site details |  |
| **2.3** | (Where a limited company) Date of registration and registration number (under Companies Act, 1985) |  |
| **2.4** | Registered Office (if different) |  |
| **2.5** | Address of Head Office (if different from 2.4) |  |
| **2.6** | If applicant is a member of a group of companies, provide the name and address of Holding Company and enclose a structure diagram to show relationship |  |
| **2.7** | Please indicate Organisation type from the following list and confirm date of registration and company number |  |
|  | * Public Limited Company |  |
|  | * Limited Company |  |
|  | * Partnership |  |
|  | * Sole Trader |  |
|  | * Charity |  |
|  | * Public Sector |  |
|  | * SME (Small Medium sized Enterprise) ie fewer than 250 employees |  |
|  | * Voluntary/Community Sector |  |
|  | * Social Enterprise |  |
|  | * Other (please specify) |  |
| **2.8** | Name, position and email address of company representative |  |
| **2.9** | For non-UK Tenderers : Where the Organisation’s country of origin operates a recognised official list; please provide a certificate of registration. |  |
| **2.10** | How long has your Organisation been established? |  |
| **2.11** | Is the Organisation a formal member of a larger trading group of companies? |  |
| **2.12** | Are you applying as the lead part of a consortium? | Yes / No (delete as appropriate) |
| **2.13** | Name and Address of Bankers |  |

**Schedule Three – Specification and Requirement**

**3.1 Specification**

**Overview**

Kent and Medway Fire and Rescue Authority (“the Authority”) is one of the largest Fire and Rescue Authorities in the country, responsible for delivering fire and rescue services to over 1.7 million people in the county of Kent covering 3,855Sq km, with a large coastline including the Channel Tunnel, the Dartford river crossings and two large ports. It is a Combined Fire Authority which means that it is a standalone local authority in its own right. It draws 21 of its elected Members from Kent County Council and 4 from Medway Council. The Authority employs approximately 1,500 staff to deliver services throughout Kent and Medway. The Authority operates a 24-hour service across 57 fire stations, a training centre, control centre and Service Headquarters. It also has a fleet of 76 front line appliances and a range of specialist operational support vehicles.

The Authority undertakes a range of functions including providing community safety to the public, fire safety for businesses, and responding to emergencies to meet its statutory duties. How this is achieved is set out in the Corporate Plan, available from [www.kent.fire-uk.org](http://www.kent.fire-uk.org).

The Authority has a revenue budget of approximately £70m.  Over 80% of its costs relate to staff pay, allowances and pensions.

Please Note: The legal entity for contracting and other purposes is The Kent and Medway Towns Fire Authority (“The Authority”), which is the name under which the Authority was created in 1998. Since 2004, it has been referred to as Kent and Medway Fire and Rescue Authority to recognise its broader remit.

**Requirement**

The Authority is looking to appoint a supplier to provide catering services, the contract will be awarded for a period of 12 months with an option to extend for a futher 12months.

This shall include the delivery of packed lunches for training courses, as well as buffet style working lunches and refreshments for meetings Working lunches should include a variety of sandwiches/wraps and crisps and optional fruit and cake platters. Pack lunches must include a sandwich/ wrap a chocolate bar, bag of crisps, piece of fruit and a bottle of drink.The refreshments for meetings should include the options of tea (deCaf, fruit etc), coffee, water a choice of orange/tropical and apple juice.

The Authority will always aim to give as much notice as possible when placing orders, however the Authority require the successful supplier to have a minimum lead time of no more than 48 hours notice. Frequency of requirements cannot be guaranteed. All fresh and chilled foods delivered to the agreed location and time must be kept cool while they are being transported. This may need to be packed in an insulated box with a coolant gel or in a cool bag.

All orders placed will be required at one of the below sites, with the required site address to be confirmed when ordered. Delivery of lunches at the below sites will between the hours of 9am - 12pm, Monday to Friday. Ad-hoc weekends to be pre-arranged with supplier. The requirement has been split into 2 Lots as detailed below. Tenderers must confirm in the box below which Lot(s) they are tendering for.

|  |  |  |
| --- | --- | --- |
| **Ref** | **Please indicate in the below boxes which LOTS your proposal will cover.** | |
| **LOT 1- Delivery to the following locations:**   * Service Head Quarters, The Godlands, Straw Mill Hill, Tovil, Maidstone, ME15 6XB * Training Centre, Loose Road, Maidstone, Kent, ME15 9QB * Road Safety Experience, Marconi Way, Rochester, Kent, ME1 2FF | |  |
| **LOT 2- Delivery to the following location:**   * Ramsgate Fire Station, Newington Road, Ramsgate, Kent, CT11 0QX | |  |

**From time to time there will be a requirement to have catering services offered to other sites within the Kent County dependant on their requirements and demand. Suppliers for other delivery locations will be selected based on the nearest distance to the Lot(s) they are tendering for. Tenderers are to confirm compliance with this and are also asked within their pricing schedule to make provisions for deliveries to other sites.**

At times the Authority may specify the below food options. Tenderers are to confirm they are able to supply the following:

* Vegetarian
* Vegan
* Halal
* Kosha
* Gluten Free
* Nut Free
* Lactose intolerant

|  |  |
| --- | --- |
| Compliant |  |
| Non-Compliant |  |

Tenderers are asked to confirm if they are complaint or non compliant with the above.

**Please note that the above question is a pass/ fail requirement for both LOTS. If you have selected ‘Non-Compliant’ then it will result in your tender submission being removed from the process.**

As per the requirement, Tenderers are required to deliver chilled foods in an insulated box with a coolant get or in a cool bag. Tenderers are to confirm whether they can confirm to this requirement by ticking ‘Compliant’ or ‘Non-Compliant’ in the box below. If tenderer highlights ‘Non-Compliant’ then it will result in your tender submission being removed from the process.

|  |  |
| --- | --- |
| Compliant |  |
| Non-Compliant |  |

Method Statements for Lots 1 and 2

The following Method Statements should be completed by Tenderers bidding for Lot 1 and / or Lot 2.

Please respond to the relevant Method Statements below using the format and order requested. Please ensure that within the ‘Tenderers Response’ section you provide a detailed explaination, supported by relevant evidence of how you intend to provide these goods/services and/or functions. If you provide more information than requested, or you provide it in a different order or format then your tender may be disregarded.

The Authority will exclude a supplier or consortia who does not pass the mandatory pass/fail requirements or achieve a minimum score of 3 for evaluation questions Q2, Q3 and Q5 for both Lot 1 and Lot 2 below (i.e a score of 2 or less shall result in your submission being disregarded). A minimum score of 3 is not required for Q6.

**Health and Safety**

Q1 - Tenderers are required to provide their Health and Safety policy and a statement detailing how they comply with Health and Safety legislation. Tenderers must also provide details of their quality assurance process for ensuring food is maintained to a high standard. Tenderers are also expected to provide a statement on how they prepare and deliver food while minimising the risk of cross-contamination.

**This question is pass/fail and failure to be able to meet this requirement will result in your tender submission being removed from the Tender process**

|  |
| --- |
| The Tenderer’s response: |

**Qualification and Experience**

Q2 - The Authority require a supplier that has the relevant qualifications and experience in providing a catering service. Tenderers must confirm and provide a certificate to evidence that they hold a valid Level 2 Hygiene Certificate. Tenderers should provide an example of providing a similar service to a current or previous customer.

|  |
| --- |
| The Tenderer’s response: |

**Order Process and Delivery**

Q3 - Tenderers must provide details of the process the Authority would need to follow to place an order. This process must include the option to place orders via the telephone and email. The response must also include details of the tenderers minimum lead times and daily cut off times for orders. Tenderers should note and confirm compliance with the Authority’s requirement of a 48 hour maximum lead time as specified in Schedule 3 Specification and Requirement, above. Tenderers must also confirm compliance to the Authority’s requirement of delivery between 9am - 12pm, Monday to Friday and Ad-hoc weekends. The response must also confirm the process for placing orders for weekend delivery and cut off times if these differ from the weekday processes

|  |
| --- |
| The Tenderer’s response: |

**Minimum Order Value**

Q4 - The successful supplier must not have a minimum order value of more than £30 for each order placed by the Authority. Tenderers are to confirm compliance to this requirement and provide details of their minimum order value.

**This question is pass/fail and failure to be able to meet this requirement will result in your tender submission being removed from the Tender process**

|  |
| --- |
| PASS/FAIL |

**Cancellation Policy**

Q5 - The Authority require the ability to cancel orders by giving no less than 3 working days days notice to the supplier. The Authority must not incur a charge for cancelled orders if 3 or more working days notice is given. Tenderers must confirm compliance to this requirement and provide details of their cancellation policy, including the process the Authority are required to follow in order to cancel orders by Email and Telephone.

|  |
| --- |
| The Tenderer’s response: |

**Social Value**

Q6 - Tenderers are required to provide details on how they contribute to their local community in terms of social value.

Tenderers are to provide details and evidence of what their organisation currently does or plans to do in terms of supporting social value. This could include some of the following criteria :

* Approaches that encourage wellbeing and mental health (for example your local community and members of staff)
* Training and development opportunies for members of staff
* Creation of apprenticeships within the local community
* Any local charities they donate to
* Any community projects / campaigns your supporting
* Environmental policy and prevention strategies (for example recycling strategies and use of plastics)

Tenderers are required to confirm how they measure and report performance against each social value criteria. The supplier must provide these reports quarterly to the Authority.

|  |
| --- |
| The Tenderer’s response: |

**3.2 Contract Period**

###### The Contract is anticipated to commence on 15th October 2019 and will continue for a period of 12 months with an option to extend for a further 2 x 12 month extensions subject to annual review and unless terminated in accordance with the Conditions of Contract.

**General Quality Requirements**

**3.4 Contract Management Meetings**

It is likely that the Authority will wish to hold quarterly contract management meetings at the Authorities Service Headquarters for the duration of the Contract to discuss specific and general matters arising under the Contract, any technical issues, performance issues and adherence to agreed service levels. Such meetings will be held either face to face, by video conference link or by telephone conference. The Authority will not pay travel or subsistence for the supplier to attend these meetings.

**3.5 Purchase Order Process**

The Purchase Order(s) will be placed following contract award. Payment will be in accordance with the Contract Terms and Conditions.

**Schedule Four – Service Level Agreement and Key Performance Indicators**

**3.6** This Contract is subject to a Service Level Agreement (SLA) and the Supplier will be required to adhere to the required Service Levels over the contract term as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *No.* | *SLA* | *Target Score* | *Definition* | *Scoring Method* | *Lots Applicable* |
| 1 | Orders | 100% | All orders to be acknowledged by the supplier within 24 hours via email or telephone and delivery to be made on the specified date and time as per the Authority’s request. | x% (service level performance measure) – x% (actual service level achieved by supplier) | All Lots |
| 2 | Cancellation | 100% | All cancellation requests to be acknowledged by the supplier within 24 hours of recieveing the request. Supplier to provide confirmation of cancelled order by email. | x% (service level performance measure) – x% (actual service level achieved by supplier) | All Lots |
| 3 | Contract Management Meetings | 100% | Supplier shall attend quarterly review meetings as specified by the Authority. If the supplier is unable to attend a meeting they must notify the Authority at least 7 working days in advance of the scheduled meeting. | x% (service level performance measure) – x% (actual service level achieved by supplier) | All Lots |

**4.2** These Service Levels will be monitored at agreed intervals and reviewed at the appropriate review meetings. If the Supplier continually fails to meet the required levels the Authority may either decide to terminate the Contract or in extreme cases, and where financial loss to the Authority can be demonstrated, financial compensation will be sought.

**Schedule Five – Pricing & Invoicing**

**5.1** **Tenderers should submit their tender pricing using the Pricing Schedule below:**



Any prices not disclosed within the pricing information will be not entertained.

Prices must be submitted exclusive of VAT.

**5.2** Pricing will remain fixed and firm as detailed in the pricing schedule for the duration of the contract.

**5.3** The Authority requires that all suppliers submit invoices by electronic means ie enclosed in an e-mail or posted to a dedicated web server. This must be in a consistently structured file eg XML, CSV and EDI which contains all data necessary to process the invoice and meets statutory requirements. This data will cover the following areas as a minimum:

* Unit prices, quantities supplied and total costs
* Product references (eg unique part numbers)
* Description of goods, services or works supplied
* The Authority’s Purchase Order number
* Invoice references (eg number and date)
* Delivery/Invoice addresses
* Statutory information (eg Supplier’s VAT number)
* Supplier identification

**5.4** **Invoicing**

It is important that invoices are accurate and include the correct official Purchase Order number. Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice. Invoices will normally be paid in arrears 20 days after receipt of a correct and valid invoice unless early settlement discounts are agreed.

**Schedule Six – Freedom of Information and Transparency**

**Freedom of Information Act (FOIA) 2000**

The Authority is committed to meeting its legal responsibilities under the Freedom of Information Act 2000 (“the FOIA”) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. It may be required to disclose information concerning the procurement process and/or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their bid is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as “Not for disclosure to third parties” together with valid reason in support of the information being exempt from disclosure under the FOIA.

Tenderers should also note that the receipt of any material marked ‘confidential’ or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

Tenderers acknowledge and accept that the Authority’s decision on these issues shall be final and that the Authority shall incur no liability to any Tenderer by reason of having disclosed any information which the Authority reasonably concludes was required to be disclosed in accordance with the FOIA.

**Transparency of Authority’s Expenditure**

As part of that commitment to transparency the Authority publishes all spend over £250 (excluding VAT) each month. This includes spend on contracts, so the successful Tenderer should expect details of spend against any resulting contract to appear on the Authority’s website ([www.kent.fire-uk.org](http://www.kent.fire-uk.org)). The Authority may publish tender and contract documentation after contract award stage. Commercially sensitive information will be redacted from documentation.

The successful Tenderer acknowledges that the Authority is subject to the Government’s Transparency requirements and the successful Tenderer hereby gives its consent for the Authority to publish the Contract Information (including details of payment) to the general public via its external website. The Authority may in its absolute discretion take account of the exemptions/exceptions that would be available in relation to the information requested under the FOIA legislation.

**Schedule Seven**

**Conditions of Contract**

The embedded document below details the Conditions of Contract that in conjunction with the terms of the requirement, as laid out in this Invitation to Tender, the agreed pricing schedule and any other documents deemed as necessary to an agreement (ie clarification documents) shall form the Contract.

Tenderers should familiarise themselves with these Conditions prior to submission of tender.

**Tenderers are required to confirm below that they agree to the following general Conditions of Contract.**

Minor changes only may be considered that are deemed to add value to the Contract. Any such request for changes **must** be submitted by 12 noon on **9th September 2019** and approved by clarification before final tender submission. Any requests submitted with the final tender submission and not in advance will not be accepted and will result in the tender being either rejected or the Tenderer being asked to remove any such terms and the Contract concluded under the terms as stated within this document without any amendment.



It should be noted that if Tenderers are unable to agree to the Terms and Conditions they may not be awarded the Contract. Please **🗸** to indicate acceptance.

|  |  |
| --- | --- |
| Yes | No |
|  |  |

**FORM OF QUOTATION**

Quotation Reference: **Request for Quotation for Supply of Catering Services at Service Headquarters, Training Centre and Rochester C19022**

I/We the undersigned offer to supply Catering Services to the Kent and Medway Towns Fire Authority as detailed in this RFQ on the stated Terms and Conditions.

I/We understand that the Kent and Medway Towns Fire Authority is not bound to accept in whole or part the lowest or indeed any RFQ it may receive.

I/We certify that I/we have not fixed or adjusted the amount of the RFQ with any agreement or arrangement with any other person, nor entered into any agreement or arrangement with any person that he shall refrain from bidding, nor have I/we paid, given or offered to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any other person relating to this RFQ.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidding Organisation and Registration Number if applicable:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_