# Section 2: Instructions to Bidders

1. **Return of responses**

**You are advised to read the following very carefully** **to help ensure you do not inadvertently invalidate your quotation.**

**Request for quotation responses (RFQs) must be delivered no later than 9.30am on Friday 05 July 2019**

Bidders must complete and return their RFQ via The Chest (Pro-Contract) e-tendering system. The Chest is the most efficient and secure method of returning your RFQ. It provides a fully electronic audit trail of your RFQ.

Submissions via The Chest (Pro-Contract) e-tendering system can be returned or amended, as many times as you wish, up to the deadline date and time, although the final amendment will only be presented to the Council. RFQs must be submitted strictly in accordance with The Chest instructions.

If you have any issues relating to the return of your RFQ through The Chest then please contact the appropriate officer in charge of this procurement exercise, as soon as possible.

**The Chest (Pro-Contract) e-tendering system**

To complete your RFQ via The Chest (Pro-Contract) e-tendering system you will need to follow the instructions on the site to enable you to return your submission electronically.

**Guides and documents and The Chest FAQ sections are available to make The Chest as user friendly as possible. These can be found on the homepage of** [**www.the-chest.org.uk**](http://www.the-chest.org.uk) **on the left hand side of the page under the navigation panel.**

Any technical problems associated with this RFQ should be reported via [ProcontractSuppliers@proactis.com](mailto:ProcontractSuppliers@proactis.com) or directly to <http://proactis.kayako.com/default>.  For critical and time-sensitive issues (normally requiring resolution within 60 minutes) call 0330 005 0352.

The Council will not accept responsibility for any delays in submission or delivery of the response.

All submissions must be in the English language. RFQs must be fully compliant with the requirements detailed in the RFQ documentation. No amendments to these documents should be made.

The Council is not obliged to consider submissions or accept alternative offers. Similarly offers made subject to additional or alternative conditions of contract may be rejected.

Bidders are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their response. Any queries should be submitted through the question and answer function via The Chest (Pro-Contract) e-tendering system.

You are advised that the deadline set out above is absolute. You are advised to upload your submission well in advance of that deadline to avoid any technical issues that might arise causing you to fail to meet that deadline which would lead to the rejection of your submission. The Council is conscious that Bidders spend a huge amount of time, effort and expense in putting together a submission and is keen to ensure that no bid is rejected for this reason. The Council positively welcomes your submission and would rather evaluate it than reject it for being late or incomplete and therefore non-compliant.

1. **General**

This RFQ is issued by Knowsley Metropolitan Borough Council (the Council).

The maximum budget for this RFQ will be £90,000 (£30,000 per site).

The Contract will be for a term of 12 Months. The Council may extend the Contract following the Contract Period for further periods of time up to a maximum of 6 months in aggregate. The Council shall give not less than 28 days written notice of an extension prior to the last day of the Contract period and for further extensions not less than 28 days written notice prior to the last day of the extended Contract.

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

No publicity in relation to the RFQ or the contract must be undertaken by bidder during the procurement process.

This RFQ is made available in good faith but no warranty is given as to the accuracy or completeness of the information contained in it and any liability arising of any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers. In the event that discrepancies are discovered within the RFQ documentation, the Council should be notified via The Chest portal immediately.

At any time after the issue of the RFQ and before the closing date for the submission, the Council reserves the right to make amendments to the documentation or vary the process. Bidders must take these amendments into account in the preparation of their RFQ.

The Council reserves the right to cancel this process at any time. The Council is not liable for any costs resulting from any cancellation of this process.

Your RFQ must be received in accordance with the relevant instructions no later than the time and date indicated above.

1. **Guidance notes for completing the RFQ.**

It is very important that you fully answer all the questions that apply to your particular company or organisation. Your application will be rejected if you do not answer all the relevant questions. We may require you to provide additional documents or information to clarify your RFQ after you have submitted it.

All sections must be completed without ambiguity and returned as per the instructions provided. Sections 4a, 4b, 5, 6, 7 and 8 must be completed and returned with your RFQ response.

Please read and follow the guidelines below for completing this RFQ:

1. To complete this RFQ responses may be inserted in the space provided, which can be expanded or additional rows added where required or where no space has been provided then you should submit responses on a separate sheet clearly indicating the section and question number.
2. Bidders are encouraged, where possible, to use a different font colour for their responses in order to assist the Council to identify where an answer has been provided.
3. It is essential that all the questions that apply to the applicant’s organisation are answered fully.
4. Responses should be only given in respect of the company or organisation responding to the RFQ and not for the group if part of a group of companies.
5. Explicit and comprehensive responses must be given to the questions as this will be the single source of information, in conjunction with any clarifications/presentations/interviews if required. No assumptions must be made about the information available to the Council and must therefore make sure that all information that they wish the Council to take into account during the process is contained within your RFQ. The Council cannot take account of any information, unless it is contained within your RFQ.
6. Responses not received in time, not in the correct format or which fail to meet with the requirements of this RFQ will be rejected.
7. All bidders that submit questionnaires will be informed of the outcome in due course.
8. It is essential and the responsibility of the bidder to ensure that all supporting documents have been referenced within the space provided for each question. Responses can be supported by any relevant documents, illustrations; maps or charts; however please do not include general marketing or promotional material. All supporting documents should be clearly referenced with the question number to which they relate the title of the document.

9. The Council reserves the right to request clarification from a bidder.

10. Clarification of a response will be sent in an equivalent manner to all bidders in the same situation

11 If a bidder omits in genuine error to include any document or supporting information which has been requested by the Council and referenced by the bidder in its response to the RFQ, then the Council may (in its absolute discretion) request these missing documents to be supplied. The Council shall not be obliged to request submission of such document or information and reserves the right to take such action (including exclusion of a bidder) as it may determine is appropriate in the circumstances.

12 Bidders must note that the Council would only request such document or supporting information pursuant to paragraph [11] above from a bidder on a limited and specific basis relating to particulars or information (such as a published balance sheet or insurance certificate) which can be objectively shown to pre-date the deadline for responding to the RFQ.

13 The Council will in this situation set a limited period for response of the information; should this information not be received during this period then the RFQ will be rejected. Please refer to Section 8 of this RFQ for a checklist of all requested documents which must be returned with the RFQ.

1. If any question has failed to have been answered fully or made reference to supporting documentation/evidence which has been requested by the Council then the question will be marked accordingly.
2. The provision of false or misrepresented information in any form will result in the response being rejected.
3. Please ensure when uploading documents to The Chest that they are entitled appropriately; for example ‘Section 4 – Schedules for completion’.
4. **Costs and expenses**

Bidders must obtain for themselves at their own expense all information necessary for the preparation of the RFQ. No claim from the Council for any costs or expenses which may be incurred in preparing their RFQ, whether or not it is successful, will be permitted.

1. **Amendments to the RFQ**

If it is necessary for the Council to amend the RFQ in any way, prior to receipt of the RFQs all bidders will be notified in writing via The Chest. If appropriate, the deadline for receipt of RFQs will be extended. The Council reserve the right to issue supplementary documentation at any time during the process to clarify any issue or amend the RFQ. All such further documentation shall form part of the process and will supplement or supersede any part of the documentation to the extent indicated.

1. **Confidentiality**

The RFQ and other information obtained during this process shall be kept confidential unless the information is already in the public domain or the Council has authorised disclosure of specific information.

1. **Validity**

The bid (including price) should remain valid for a minimum period of 90 days from the return deadline stated above.

1. **Canvassing/Bribery Act**

Any bidder who directly or indirectly canvasses any official of the Council or bribes or attempts to bribe concerning the award of the contract or who directly or indirectly obtains or attempts to bribe information from such official concerning the process will be disqualified and may also be guilty of a criminal offence

1. **Whistle Blowing**

The Council takes fraud, misconduct or corruption seriously and is committed to eradicating it. Our policies include a whistle blowing procedure, which enables employees, and staff within partner and contracting organisations to raise, in good faith, any concerns they may have without fear of victimisation. Such concerns may include:

• Health and safety risks;

• Damage to the environment;

• Abuse of vulnerable clients;

• Fraud, bribery and corruption; and,

• Any conduct which is illegal.

Further details can be found on the Council’s internet site: [here](http://www.knowsley.gov.uk/get-in-touch/comments-and-complaints.aspx)

Please ensure that your staff is familiar with these whistle blowing arrangements.

1. **Complaints Procedure**

If you wish to make a complaint regarding the Council’s procurement process please see the Council’s complaints procedure on the Knowsley internet site: [here](http://www.knowsley.gov.uk/get-in-touch/comments-and-complaints.aspx)

1. **Disclosures**

Under the Rehabilitation of Offenders Act 1974, a person with a criminal record is not required to disclose any spent convictions unless the position they are applying for, or are currently undertaking, is listed as an exception under the act.

It is not anticipated that the supplier / service provider is to have direct contact with children, students or vulnerable adults, during any delivery or attendance at the premises throughout the borough. If this situation changes, throughout the duration of the contract, then the Council must be notified immediately. Please note, it is the responsibility of any supplier / service provider to whom a contract is awarded, to ensure that those persons engaged in undertaking these duties, under that contract [including employees, agents subcontractors and any others)] are of good character and fit and proper and do not have any relevant convictions that would make it inappropriate that they perform duties under the contract at Council premises, schools or service user premises on behalf of the supplier / service provider.

They must also comply with reasonable directions from the Council including health and safety and site rules and procedures, as well as equal opportunity, data protection and other similar policies, which are required by law.

1. **Terms & Conditions**

In submitting your quotation you agree to contract on the Council’s own terms and conditions. Due to the Council’s obligations of fairness and equal treatment to all bidders it cannot accept amendments to its terms and conditions or alternative terms and conditions. If you seek to amend the Council’s terms and conditions or submit alternative terms and conditions the Council may reject your quotation.

1. **Evaluation criteria**

All responses will be evaluated in terms of understanding and meeting the requirements as set out in the specification. The evaluation will be carried out by a panel representing a range of Council stakeholders, against pre-determined evaluation criteria as provided below.

|  |  |
| --- | --- |
| **Evaluation criteria** | **Scoring** |
| **Total Quality Score** | **70%** |
| *CV 15%*  *Case Studies 10% (5% per example)* | *25%* |
| *Proposed methodology* | *25%* |
| *Outcomes* | *20%* |
| **Pricing Schedule** | **30%** |
| **Total** | **100%** |

1. **Timetable**

The issuing of this RFQ is in accordance with the Council’s Contract Procedure Rules.

The following timetable is indicative only and may be subject to change according to circumstances.

|  |  |
| --- | --- |
| Issue RFQ | 06 June 2019 |
| Deadline for questions in relation to the RFQ | 03 July 2019 |
| RFQ submission deadline | 05 July 2019 at 9:30am |
| Evaluation | 05 – 12 July 2019 |
| Delegated powers report | 16 – 26 July 2019 |
| Contract award | 29 July 2019 |
| Contract Start Date | 05 August 2019 |

1. **Evaluation**

Bidders must bid on all 3 proposed gateway locations.

Each site will be evaluated individually on the basis of price and quality.

**Note: your quality submission need only be completed once. Your awarded quality score will remain the same regardless of which site(s) you submit a bid for.**

**Your total awarded score for each site will be your quality score plus your awarded price score for the site you have bid for.**

**Quality**

The quality section is worth 70% of the evaluation scoring. Each question within this section will also have a weighting applied to that question. This is detailed at the end of each individual question in the schedules for completion document.

Each question will be evaluated individually by an evaluation panel of up to 3 scorers, using the (0–4) scoring methodology below. The Council will carry out a process for the purposes of moderating and reaching consensus on evaluation scores. Each evaluator will undertake an evaluation of the tender/quotation and allocate evaluation scores by reference to the scoring methodology. These evaluation scores will then be subject to moderation which will seek to agree a consensus evaluation score for each of the evaluation criteria. Where consensus is not possible, the evaluation score to be awarded will be an average score calculated as a mean average. The mean average score will be calculated as the total of the scores awarded by the evaluators divided by the number of evaluators.

The weighted score for each question is calculated by taking the final score which is multiplied by the question weighing and divided by the maximum available score.

Example

Q1 - this question carries a weighing of 20% (maximum score allowed = 4), assuming the actual score given = 3,

To work out the adjusted weighting

**Actual score** *multiplied by* **question weighting** *divided by* **maximum score**

**= 3** *multiplied by* **20** *divided by* **4**

**= 15%**

The sum of all of the percentages from each section allows ranking of applicants.

|  |  |
| --- | --- |
| **Score** | **Interpretation** |
| 4 | Clearly demonstrates the level of requirement with regard to ability, understanding of service requirements, systems and quality measures to provide the service. Also demonstrates and provides evidence of the ability to deliver some areas of the service above the level of requirements which include innovation and added value to the Council. |
| 3 | Clearly demonstrates the level of requirement with regard to ability, understanding of service requirements, systems and quality measures to provide the service. |
| 2 | Demonstrates the majority of the elements required but has not sufficiently demonstrated and/or evidenced how the requirement will be fulfilled in certain areas. |
| 1 | Response addresses minimal elements of the service requirements but in general contains insufficient/limited detail or explanation to demonstrate how the requirements will be met. |
| 0 | Does not comply and/or insufficient or no information provided to demonstrate that the service requirements can be met |

**Pricing**

**Example**

Pricing section is worth 30% weighting  
  
Company A = £10,000.00  
Company B = £20,000.00  
Company C = £30,000.00  
  
To work out the adjusted weighting

= **lowest price submitted** *divided by* **actual price submitted** *multiplied by* **Price weighting**  
 **£10,000** *divided by* **£10,000** *multiplied by* ***30***

**Therefore**

Company A = £10,000/£10,000 x 30 = 30%  
Company B = £10,000/£20,000 x 30 = 15%  
Company C = £10,000/£30,000 x 30 = 9.99%.