

Invitation to Tender for the provision of School Asbestos Reinspection Surveys

Including instructions to tenderers

**The deadline for submission of all Tenders is:
Monday 20th June 2022 at 5pm**

Contents

Clause

1. Introduction and background..... 1-2

2. Tender Timetable..... 3

3. Tender completion information and evaluation model 5-11

4. TUPE 12

SCHEDULE 1 FORM OF CONTRACT 13

SCHEDULE 2 SPECIFICATION 14

SCHEDULE 3 - CERTIFICATE OF NON-COLLUSION 15

SCHEDULE 4 DEED OF GUARANTEE/PERFORMANCE BOND 17

SCHEDULE 5 TENDER FORMALITIES 18

SCHEDULE 6 FORM OF TENDER 19

SCHEDULE 7 COMMERCIALLY SENSITIVE INFORMATION 21

[SCHEDULE 8 ASSET LIST]..... 22

[SCHEDULE 9 APPLICABLE POLICIES/USEFUL LINKS] 23

[SCHEDULE 10 SITE PLANS]..... 24

1. Introduction

1.1 Contents of the ITT

This invitation to tender (ITT) comprises:

- Tender completion requirements, evaluation model, specification and schedules.
- Contract and schedules.

1.2 Introduction to Cumbria County Council (the Council)

The Council wish to appoint a Consultant to undertake a programme of asbestos reinspection surveys at its school portfolio. The services are as described in the Specification. (**Services**).

This ITT contains information about the procurement process, the Services, and award criteria for Tenderers to submit their response (**Tender**).

1.3 Background information

An introduction and background to the service objectives is set out in parts 1 and 2 of the Brief.

1.4 [Value of the contract]

The estimated value of the Contract is £60k.

Details of current expenditure are indicative only and the Council does not guarantee any spend against this Contract.

1.5 Contract term

The Council proposes to enter into the Contract Agreement for a maximum period of less than 1 year with the successful Tenderer (**Service Provider**), expiring on completion of the services.

The Services have been divided into the following work packages (**Lots**):

N/A

1.6 Clarifications about the Services or ITT

Any clarifications relating to this ITT must be e-mailed to the County Council as per the contact information in the Brief. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

The Council will respond to all reasonable clarifications as soon as possible via e-mail and replies will be circulated to all Tenderers except where the information is of a commercially sensitive nature. The deadline for receipt of clarifications relating to the Services or this ITT is set out in the Timetable and no clarifications will be considered after the deadline.

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

1.7 Clarifications about the contents of the Tenders

The Council reserves the right (but shall not be obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers shall respond to such requests in the time scale specified when the request is made. Failure to do so may result in inferences being made and/or disqualification of the Tender.

1.8 Checklist for tenderers

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

No	Item	Included in Tender?
1.	All information requested in the questionnaire	
2.	All information requested as per Award Criteria (Quality / Price)	
3.	Schedule 3 - Certificate of non-collusion	
4.	Schedule 6 - Form of Tender	
5.	Indication of participation/non-participation in the Premier Supply Service	

2. Tender Timetable

2.1 Key dates

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

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Issue ITT	1 st June 2022
Clarification period (see 1.6)	7 th June 2022
Deadline for receipt of clarification questions.	14 th June 2022
Deadline for receipt of Tenders	Monday 20 th June 2022 at 5pm
Evaluation of Tenders	Tuesday 21 st June 2022
[Clarification meetings (see 2.4)]	N/A
Cabinet approval	N/A
Intention to award contract decision	Wednesday 22 nd June 2022
Contract start date	Tuesday 5 th July 2022

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

2.2 Deadline for receipt of Tenders

Responses to this ITT must be sent in the manner prescribed under Section 3 no later than the Tender deadline. The Council recommends that Tenderers submit their responses to the ITT at least a couple of days prior to the deadline

2.3 Software or product demonstration

If requested by the Council you will need to include a demonstration of the software solution and/or product proposed for the Contract.

2.4 Clarification meetings

Tenderers may be invited to attend a clarification meeting [on or around the date stated the Timetable above]. The clarification meeting will be used to clarify aspects of your Tender. If a clarification meeting is required, the Council

will contact you to arrange a suitable date for the meeting [in line with the above Timetable].

2.5 Intention to award Contract

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and where applicable the standstill period and or call in periods are completed, no Contract(s) will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all bidders of that decision before entering into any Contract(s).

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

3. Tender completion information

3.1 Formalities

Tender documents must be written in English and returned via e-mail as per the Brief. Where documents are embedded within other documents, Tenderers must include clearly identifiable attachments.

The Tender must be clear, concise and complete and not qualified in any way. The Council reserves the right to mark a Tender down or exclude the Tender from the procurement if it is qualified, contains any ambiguities or lacks clarity. Tenders should only contain information necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired and shall be disregarded. Tenders will be evaluated on the basis of information submitted by the Deadline.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by an authorised representative of the lead organisation in the consortium and whose organisation shall be responsible for the performance of the Contract/Framework Agreement. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, he should sign and give his name in full together with the name under which he is trading.

Each Tenderer must also provide:

- A clear statement of whether it is a consortium and if so the proposed structure.
- A clear statement of its commitment to meet the Council's requirements and the pricing, payment and performance model.

Each Tender must operate as a stand-alone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Council in its own right.

3.2 Contract terms

The form of contract that the Council proposes to use is attached at Schedule 1. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the form of contract without further negotiation or amendment.

If the terms of the form of contract render the proposals in the Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.6 and the Council will consider whether any amendments to the form of contract are required. Any amendments accepted by the Council shall

be communicated via e-mail and shall apply to **all** Tenderers. Such amendments shall then be incorporated into the form of contract referred to above. Any amendments which are proposed by any Tenderers, but not approved by the Council through this process will not be accepted and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.3 **Consortia and subcontractors**

The Council requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the Service Provider.

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

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

3.4 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, its advisers, nor any organisation using this ITT with the Council's permission, will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

3.5 **Confidentiality and Freedom of Information**

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

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the Data Protection Act 2018 (**Information Legislation**) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Council shall endeavour to treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the requirements of the Information Legislation.

The Council may consult with third-party providers of information before it is disclosed; however it cannot guarantee that this will be done. Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Council in the template provided at Schedule 7.

It shall be at the Council's sole discretion whether or not information, including 'Confidential Information', is released under the Information Legislation. Tenderers are not entitled to claim any damages costs compensation or any other redress from the Council due to or connected to disclosure of information by the Council under Information Legislation. If the Tenderer is not prepared to accept this then it should not submit a Tender to the Council.

Tenderers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contracts, including the contract values and the identities of its suppliers on its website. Further the Council routinely publishes information that has been released following a request under the Information Legislation.

3.6 Publicity

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

3.7 Tenderer conduct and conflicts of interest

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

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.

- Canvass the Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisers concerning another Tenderer or Tender.

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

3.8 **Council's rights**

The Council reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, [the PQQ] or the Tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract(s)/Framework Agreement(s) as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

3.9 **Bid costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, regardless of whether the procurement process is terminated or amended by the Council.

3.10 **Guarantees and performance bonds**

Where the Council requires either a parent company guarantee or a performance bond it shall be in the format in Schedule 4.

3.11 Award Criteria and Evaluation Criteria

Any Contract(s)/Framework Agreement(s) awarded will be done so on the basis of the offer that is the most economically advantageous to the Council. The Award Criteria are:

- 65 % quality.
- 35 % cost.

Criteria Ref	Maximum Score	Total
1	QUALITY – Pass/Fail Q 4.1 Q 4.2	Pass/fail
2	QUALITY – 65% Q4.3 - 20% Q4.4 - 20% Q4.5 - 10% Q4.6. - 15%	<u>650</u> 200 200 100 150
3	PRICE – 35% Q4.7 + Q4.8 (30%) Premier Supply Rebate (5%)	<u>350</u> 300 50
Criteria Ref	Maximum Score	1000

3.12 Premier Supply Service

The Council is committed to developing its approach to working with key suppliers. One element of this is the Premier Supply Service (**PSS**), launched in 2014. This service has been developed to make doing business with the Council easier and more efficient. It aims to deliver tangible and immediate benefits for both the Council and its suppliers.

On joining the PSS, suppliers will enjoy benefits that include:

- **Targeted same day invoice processing**
- **E-invoicing Early payment**
- **A dedicated procurement queries mailbox**
- **A dedicated accounts payable queries mailbox**

Improvements in these areas allow the Council to pay supplier's invoices early. In return for paying ahead of standard terms, a small rebate is deducted. The rebate is proportionate to the number of days the Council accelerates payment (the number of elapsed days between the receipt of the invoice and the date it is paid). All invoices should still be submitted at full value and any rebate will be determined on a sliding scale according to the actual number of days earlier that payment is made ahead of contracted terms

Participation in the PSS is optional. Full details of the PSS are included in the attached brochure and can be found at: <http://response.oxygen->

finance.com/CCC-home-sfdc3

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Premier Supply
Service Brochure Ser

- The following questions relate to participation in the PSS.

The PSS is optional for all Tenderers however a 5% weighting has been attached to this question.

- Please indicate on the table below the % early payment discount your organisation wishes to offer? (Target payment is day 7)
- Are you an existing participant in the PSS [YES/NO]
[Not scored]
- If you are successful, the Council may seek to apply PSS benefits and the Early Payment process to all invoices presented by the Tenderer to the Council, including those not covered by this Tender. Any requested exceptions will need to be agreed with the Council prior to contract award and must be identified below:

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Rebate Offered	Points Scored	Mark Selection('x')
0%	0	
0.50%	1	
1.00%	2	
1.50%	5	
2.00%	8	
2.50%	10	

3.13 Evaluation criteria

The evaluation will be scored in accordance with the table below.

Scoring matrix for the evaluation criteria

Capability	Evidence Provided	Score	Remark
Bidder is likely to be able to meet the needs of the Council.	Evidence is consistent, comprehensive, compelling, directly relevant to the project in all respects and highly credible (by being substantiated by independent sources where possible.)	10	Absolute Confidence
	Evidence is sufficient (in qualitative terms), convincing, and credible.	8	Confidence
Small risk that bidder will not be able to meet the needs of the Council.	Evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.	6	Minor Concerns
Moderate risk that the bidder will not be able to meet the needs of the Council.	Evidence has moderate gaps, is unconvincing.	4	Moderate Concerns
Significant risk that the bidder will not be able to meet the needs of the Council.	Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.	2	Major Concerns
Bidder will not be able to meet the needs of the Council.	No evidence or misleading evidence.	0	Not acceptable

Evaluation panel and moderation

Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks. All other bids will be proportionately based on the following formula; ***Formula for pricing is; (lowest cost / cost) * maximum possible score***

4. TUPE

4.1 Transferring employees

The Council does not make any express or implied warranty or representation concerning the application or non-application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (TUPE) to this Contract/Framework Agreement (or any contracts made under the Framework Agreement).

If you are unsure on the application of TUPE and/or its obligations you should seek professional advice before submitting your Tender.

Schedule 1 Form of Contract

Appendix H

Schedule 2 Specification

Brief and Appendices A,B,C,D,E,F,G

Schedule 3 Certificate of Non-Collusion

CONTRACT/Framework AGREEMENT RELATING TO SCHOOL ASBESTOS REINSPECTION SURVEYS

To: **Cumbria County Council**

Date: _____

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract/Framework Agreement and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The essence of selective tendering for the Contract/Framework Agreement is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

- (a) communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or
- (b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- (c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed _____

Name: _____

Position _____

For and on behalf of

Schedule 4 Deed of Guarantee/Performance Bond

Not applicable

Schedule 5 Tender Formalities

When submitting a Tender, Tenderers are asked to provide the following:

- I. A clear statement of whether it is a consortium and if so the proposed structure.
- II. A clear statement of its commitment to meet the Council's requirements and the pricing, payment and performance model.

Please ensure that these are enclosed within the final Tender.

Schedule 6 Form of Tender

FORM OF TENDER: TENDER CERTIFICATE

TO: Cumbria County Council

DATE: [DATE]

PROVISION OF: INSERT DETAILS ("Services").

I (INSERT NAME)

the undersigned, having examined the ITT and all other schedules, do hereby offer to provide the Goods/Services/Works as specified in those documents and in accordance with the attached documentation to the Council commencing [INSERT DATE]

and continuing for the period specified in the Contract/Framework Agreement.

If this offer is accepted, we will execute such documents in the form of the Contract/Framework Agreement within 14 days of being called on to do so.

I agree that before executing the Contract/Framework Agreement (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Council or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Council and [INSERT NAME OF COMPANY].

I understand and accept the provisions set out in clause 3.5 of the ITT. Further I hereby agree to comply with the obligations placed on me and my organisation set out in clause 3.5.

I further undertake and it shall be a condition of any contract, that:

- The amount of the Tender has not been calculated by agreement or arrangement with any person other than the Council and that the amount of the Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Council.
- I have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Council in connection with the award of the Contract/Framework Agreement and that no person employed by us has done or will do any such act.

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

Signature _____
Name and Status

For and on behalf of [NAME OF COMPANY]

Schedule 7 Commercially Sensitive Information

- 1.1. The Tenderer acknowledges that the Council may have to disclose Information in or relating to this Tender following a request for information under the Freedom of Information Act 2006 or the Environmental Information Regulations 2004 (the Acts)
- 1.2. In this Schedule the Tenderer has sought to identify the information that may be the subject of an exemption under the Acts.
- 1.3. The Tenderer acknowledges and accepts that:
- i. Any information listed below shall be considered indicative only and any decision whether or not to disclose the information shall be at the Council's sole discretion;
 - ii. the Council may be obliged to disclose the information listed below in accordance with the Acts or any other lawful basis; and
 - iii. the Council shall not be liable to the Tenderer for any loss howsoever caused by the lawful disclosure of information relating to this Tender.
- 1.4 If the Tenderer is not prepared to accept this then it should not submit a Tender to the Council

	[insert date]	[insert details]	[insert duration]

Guidance Note: Any information provided in this Schedule should be information which would be exempt under the Acts. If the information is not exempt under the Acts the Council may disclose it.

[Schedule 8 Asset List]

Appendix A

[Schedule 9 Applicable Policies/Useful Links]

Appendix B

[Schedule 10 Site Plans]

To be provided to successful tenderer