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**Provision of Insurance Services & Associated Claims Handling**

**LFRS-T-66**

**Reference: Portal Access Code:M25UR3KP5V**

**INVITATION and INSTRUCTIONS**

**TO TENDER OJEU Open Procedure**

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# BACKGROUND & OVERVIEW INFORMATION

You are invited to submit a tender for the Provision of Insurance Services & Associated Claims Handling.

**Lancashire Fire & Rescue Service (LFRS) is looking to appoint a suitably qualified and financially secure insurance company with associated claims handling capabilities.**

Lancashire Fire & Rescue Service (LFRS) wishes to appoint a Contractor/s who can clearly demonstrate the ability to meet our requirements and who offers the most economically advantageous tender.

Bidders are instructed to carefully read alldocuments carefully to ensure that they fully understand the requirements, including the specification and terms and conditions to which you will be bound before submitting a response.

It is anticipated that the contract term will be from 1st April 2021 to 31st March 2024 with the option to extend incrementally for a period of 2 years (subject to contract review and budget availability).

**Lancashire Fire & Rescue Service (LFRS) reserves the right at any time to vary, add to, delete, withdraw from, suspend or terminate the Procurement Procedure, any part of the Procurement Procedure by notice in writing to the Bidders.**

This is a OJEU Open Procedure procurement process conducted applying best practice and adherence to all relevant Procurement and Financial Rules and Regulations including LFRS Contract Standing Orders.

**Indicative Timeframe**

The dates provided in the table below are indicative only and may be subject to change. LFRS reserves the right to amend the timetable or extend any time period within the above timetable but will endeavour to keep amendments to a minimum and communicate with all Bidders where required.

**Note:- Clarifications**

Due to the Christmas holidays any Clarifications received from 21st December 2020 to 3rd January 2021 will be responded to week commencing 4th January 2021.

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| **PROCESS** | **DATE** |
| Issue Instructions & Invitation to Tender | Friday 11th December 2020 at 12:00 hours |
| Deadline for clarifications | Friday 29th January 2021 at 12:00 hours |
| Deadline for all questions answered | Friday 5th February 2021 at 12:00 hours |
| Deadline for receipt of Tenders (response deadline) | Friday 12th February 2021 at 12:00 hours |
| Evaluation of Tenders | Monday 15th February to Monday 1st March 2021 |
| Authority Approval | Tuesday 2nd March 2021 to Tuesday 9th March 2021 |
| Stand Still Period 10 Days | Wednesday 10th March to Friday 20th March 2021 |
| Award of Contract and signature | Week commencing 22nd March 2021 |
| Contract Start Date | 1st April 2021 |

**Corporate Social Responsibility**

Lancashire Fire & Rescue Service (LFRS) encourages contractors to adopt the principles of Ethical Procurement throughout the supply chain, as specified by the Ethical Trading Initiatives Base Code, which incorporates International Labour Organisation (ILO) Conventions. The key principles are named and further information can be found by accessing the links below:-

<https://www.ethicaltrade.org/sites/default/files/shared_resources/ETI%20Base%20Code%20%28English%29.pdf>

<https://www.ethicaltrade.org/eti-base-code>

1. Employment is freely given (ILO Conventions 29 & 105)

2. Freedom of association and the right to collective bargaining are respected. (ILO Core Conventions 87, 98, 135, 143)

3. Working conditions are safe and hygienic (Health & Safety at Work etc. Act 1974)

4. Child labour shall not be used (ILO Conventions 138, 182)

5. Living wages are paid (ILO Conventions 26 &131). Please also see below

6. Working Hours are not excessive (The Working Time Regulations (1998)

7. No discrimination is practiced

8. Regular employment is provided. (Obligations under labour or social security laws arising from regular employment shall not be avoided by labour only contracts or exploitative apprenticeships)

9. No harsh or inhumane treatment is allowed

**Living Wage**

LFRS expects Contractors to ensure they pay in accordance with relevant legislation in respect of the National Living Wage and encouraged to consider the Living Wage.

Further information on Living Wage Foundation accreditation can be found at <http://www.livingwage.org.uk/>

**Zero Hour Contracts**

The term ‘zero hours contract’ does not have a specific meaning in law, it is important for employers (Contractors) to ensure that written contracts contain provisions setting out the status, rights and obligations of their **zero**-**hours** staff.

‘Zero hours contracts’ are understood to be an employment contract between an employer (Contractor) and a worker, which means the employer (Contractor) is not obliged to provide the worker with any minimum working hours, and the worker is not obliged to accept any of the hours offered.

Lancashire Fire & Rescue Service (LFRS) encourages contractors, sub-contractors and service providers to LFRS not to use zero hour’s contracts.

**Legislation / Health & Safety**

It is expected that it is your policy, as an employer, to comply with your statutory obligations under the key legislative equality acts including but not limited to those listed below:

* Equality Act 2010
* Human Rights Act 1998
* Any other Acts or Legislation that is either in force or comes into force during the contract period for the purposes of this Contract

and accordingly, your organisation’s policies and procedures should not treat one group of people less favourably than others because of their colour, race, nationality, ethnic origin, disability or gender in relation to decisions to recruit, train or promote employees.

**TUPE and Pensions**

It has been advised that TUPE will not apply for the requirements of this service.

**Publicity**

Bidders shall not undertake (or permit to be undertaken) at any time, any publicity activity with any section of the media in relation to the Contract other than with the prior written consent of LFRS.

Bidders should not include general marketing or promotional material either as answers to any question or for any other reason.

# INSTRUCTIONS FOR TENDER SUBMISSION

**Tender Submission**

Your Tender must be submitted electronically via Lancashire Fire & Rescue Service (LFRS)’s Electronic Tendering System – Supply4NWFire Portal ([www.supply4nwfire.org.uk](http://www.supply4nwfire.org.uk)). Tenders will not be accepted by any other means.

You will find the following documents as part of the tender pack which you are required to read in full:-

|  |  |
| --- | --- |
| Information / Documents Provided | **Appendix Number** |
| Invitation & Instructions to Tender | n/a |
| Specification (including Technical Requirements) | Appendix One |
| Selection Questionnaire (SQ) | Appendix Two |
| Tender Return Document  *Including:-*   * *Section One: Additional Questions* * *Section Two: Method Statement/Quality Questions* * *Section Three: Information on Pricing Evaluation* * *Section Four: Signed Declaration / Form of Tender* * *Section Five: Certificate of Non-Collusion and Non-Canvassing* * *Section Six: Information Provided in Confidence & Commercial Interest / Trade Secret* * *Section Seven: List of required documents that require completing and/or signature as part of the submission* | Appendix Three |
| Pricing Schedule | Appendix Four |

Any qualifications to the Tender will not be accepted and may result in your tender being deemed non-compliant.

LFRS is not bound to accept any response and reserves the right to cancel the procurement exercise and not to proceed with all or part of the Contract and procurement process. LFRS will not, under any circumstances, reimburse any expense incurred by bidders in preparing their submission nor shall LFRS be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by a bidder as a result of that bidder not being awarded the Contract pursuant to this procurement process.

LFRS has prepared the information contained within the Tender documents in good faith but does not purport this to be comprehensive or to have been independently verified, bidders must satisfy themselves as to the accuracy of the information provided. LFRS will not accept liability or responsibility whatsoever for any loss or damage caused arising from or in consequence of the use of such information.

Bidders must fully satisfy themselves of all requirements before progressing with submitting a bid.

Your Tender must be received no later than the indicated deadline. **It is important that you allow sufficient time to upload your response to the Supply4NWFireFire portal as any responses received after the closing date & time will register as a late Tender and will be disqualified.**

The procurement exercise will be managed via the procurement portal ([www.Supply4NWFirefire.org.uk](http://www.supply4nwfire.org.uk)). Hard copy submissions will not be accepted and all correspondence must be via the portal.

To respond to this opportunity, please log into the procurement portal and use access code **M25UR3KP5V** to access the necessary documentation.

If you experience any technical difficulties from accessing the portal please contact the Supply4NWFireFire eSourcing Helpdesk (not LFRS) on 0845 270 7050 or email [nwfire@delta-esourcing.com](mailto:nwfire@delta-esourcing.com).

**Bidders Must Submit: Tender / Bid**

Bidders **must** complete in full and upload all of the documents listed in the table below as part of your submission, by the closing date and time:-

|  |  |
| --- | --- |
| Appendix Two | Selection Questionnaire (SQ) |
| Appendix Three | Tender Return Document (all applicable sections) |
| Appendix Four | Pricing Schedule |

**Clarification**

Should you require clarification in respect of anything contained within this Invitation to Tender please submit your question via the Messaging section on Supply4NWFireFire. Your question should reference the document title, page number and section or paragraph to which your clarification question relates.

Clarifications must be submitted by (Friday 29th January 2020 at 12:00 hours). Clarifications received after this date may not be responded to. Correspondence sent elsewhere will not be processed.

LFRS reserves the right to circulate your query and the response, to other bidders. LFRS will publish both the question and response in an anonymous format where the clarification has significance to all Bidders.

LFRS reserves the right to request clarification from Bidders where it is necessary to complete the evaluation of a response. LFRS reserves the right to exclude (failed submission) from the procurement any bidder that is found to have provided false information or has misrepresented themselves during the procurement process. The timeframe for responses to clarification may be short but must be met in order for the evaluation process to be completed on time.

If your organisation wishes to withdraw from the procurement process, please confirm this in writing via the procurement portal*.* LFRS is keen to receive feedback from the market and therefore requests that Bidders provide the reasons for the decision to withdraw.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in any part of the SQ or bid submission, and so induce an Authority to enter into a Contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be held liable and sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**EVALUATION CRITERIA / PROCESS**

Tender submissions will be assessed on the basis of Quality, Cost &The Quality and Price scores will be added together to give you an overall score.

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Quality | 30% |
| Cost | 70% |

Each bid submitted will be subject to an initial screening assessment to confirm that the bid has been submitted on time, is completed correctly and is materially complete.

Tenders will be evaluated:

* by an evaluation panel comprised of representatives from LFRS with the relevant technical expertise on a consensus scoring basis; and
* in accordance with the evaluation criteria, scoring and weightings as set out in this section.

**Mandatory requirements - Selection Questionnaire (SQ)**

The Selection Questionnaire (SQ) has been designed to assess your organisation’s suitability to deliver LFRS’s contract requirements and will be evaluated on a pass / fail basis. Only compliant tenders/bids will move to Quality / Price Scoring as set out below.

All mandatory information must be provided. If you cannot respond ‘no’ to every question in the SQ it is likely that your response will not be accepted and may result in a failed submission.

Evaluation of the SQ will be undertaken in line with the information contained within the SQ document provided.

Responses that are not substantially complete or which are non-compliant with the requirements may be failed at this stage.

**Quality Evaluation**

To help us judge your capability to meet our requirements you must provide a number of Method Statements (set out in Appendix 3Tender Return Document). Each of your responses will be evaluated using scores that reflect the extent to which the responses have addressed the published criteria. These scores will then have the published weightings applied and will be added together to give an overall Quality Score.

**Scoring Criteria**

|  |  |  |
| --- | --- | --- |
| **0** | **Unacceptable** | The proposal does not demonstrate an understanding of LFRS’s requirements and issues with the proposal either being non-compliant or with a major risk that the intended outcomes/ performance standards will not be achieved and delivered, with the level of evidence in support of the proposal either unacceptable or non – existent. |
| **1** | **Very Poor** | The proposal demonstrates extremely limited understanding of LFRS’S requirements and issues with a significant risk that the majority of the intended outcomes/ performance standards will **not** be achieved and delivered with the level of evidence in support of the proposal deficient in the majority of areas. Proposal shows significantly more weaknesses than strengths. |
| **2** | **Concern** | The proposal demonstrates some understanding of LFRS’s requirements and issues with a risk that some of the intended outcomes/ performance standards will **not** be achieved and delivered with the level of evidence in support of the proposal deficient in certain areas and requires the reviewer to make assumptions. Proposal shows a balance of weaknesses and strengths. |
| **3** | **Acceptable** | The proposal demonstrates reasonable understanding of LFRS’s requirements and issues and provides an acceptable degree of confidence that the intended outcomes/ performance standards will be achieved and delivered with an acceptable level of evidence in support of the proposal, but with some minor reservations. Proposal shows more strengths than weaknesses. |
| **4** | **Good** | The proposal demonstrates a good understanding of LFRS’s requirements and issues and provides a high degree of confidence that the intended outcomes/ performance standards will be achieved and delivered with the level of evidence in support of the proposal fully meeting expectations. |
| **5** | **Very Good** | The proposal demonstrates a comprehensive understanding of LFRS’s requirements and issues and providing an exceptional degree of confidence that the intended outcomes/ performance standards will be achieved and exceeded in most respects with the level of evidence in support of the proposal exceeding expectations and demonstrating clear and strong evidence of delivery. |

Please note that any tender submission scoring less than 50% of the total quality score **will** be omitted from the process.

LFRS may at its absolute discretion reject any Tender submission (bid) which does not provide **all** the information required and requested by LFRS, in the form requested.

**Price Evaluation**

Please complete the Pricing Schedule (Appendix 4). The lowest price submitted (which is assessed as being realistic) will receive the full allocation of marks available. The percentage difference between your submitted price and the lowest submitted price is calculated as follows:

*Sliding Scale*

The percentage difference between your submitted price and the lowest submitted price calculated as follows:

% of the available allocation received

= 1 - Your submitted price – lowest submitted price

-------------------------------------------------------------- X 100

Your submitted price

Cost will be scored by applying the applicable award criteria set out in Section 3 of this document to the lowest cost submitted and all other submissions will be scored pro-rata.

For example only, Bidder 1 submits the lowest cost of £15,000 and Bidder 2 submits cost of £20,000 for the total cost. If the award criterion for Cost was 35% - Bidder 1 scores 35% and Bidder 2 scores 26.25% (£15,000 divided by £20,000 multiplied by 35%).

**Due Diligence**

The Preferred Bidder will be subject to a reality check i.e. this may involve (but not limited to): financial viability/risk checks, a site visit, checking references, checking capability and track record and, where appropriate, speaking to organisations who will be involved in supporting the Contractor e.g. sub-contractors, regulatory agencies, etc.

**References:** We reserve the right to select the 3 reference points quoted by you in your submission. Should we decide to obtain references the referees will be asked a series of questions around but not limited to the following*(please note this may be subject to change)*:

* + What type of service you provided
  + Period
  + Value
  + Current relationship
  + Reliability
  + Flexibility
  + Communication
  + Compliance
  + Quality of Monitoring

LFRS reserves the right not to enter into a contract with the Preferred Bidder should any of the references prove unsatisfactory.

**Financial:** A Credit Safe Credit Rating will be obtained. As part of further due diligence, should the Credit Safe Report identify that a Bidder has anything below a ‘normal’ banded credit rating and that Bidder obtains Preferred Bidder status then further analysis will be undertaken; and additional information may be requested from the Bidder to enable this. Further analysis may also include using an alternative credit reference agency for a further check.

This analysis will form an assessment of the solvency and financial strength of the Bidder to provide the services, goods or works taking into account:-

* The credit rating scores
* Key financial ratios
* Liquidity, turnover and profitability
* LFRS may also request the Statements of Accounts to look at other non-financial information

Lancashire Fire & Rescue Service (LFRS) reserves the right not to enter into a contract with the Preferred Bidder, should any of the financial assessments demonstrate an unsatisfactory financial standing.

Please note that if successful / awarded the Contract further credit checks may be undertaken as part of contract management.

**Sub-Contracting:**

The Public Contract Regulations (PCR) 2015 state that where economic operators are working at a facility controlled by a contracting authority, it is a requirement that where relevant, the main contractor provides its subcontractor’s contact details as far as known at the time (name of sub-contractor, contact details and details of legal representatives). The main contractor must also notify the contracting authority of any changes in this information for the duration of the contract.

**Data Privacy**

Lancashire Fire and Rescue Service is the Data Controller for the personal information you have provided in this tender/quotation. The Service’s Data Protection Officer can be contacted at [infogov@lancsfiresecue.org.uk](mailto:infogov@lancsfiresecue.org.uk)

Any personal information included in your bid submission will only be used to clarify and evaluate your bid as part of the procurement process. If your bid is successful we will also use the information to form a contractual agreement which will be signed by both parties and held on the Service’s Corporate Contracts register.

We may ask a trusted external representative to join the evaluation panel and we would be required to share your personal information with them for the evaluation process.

We will share your personal information with others if we are required to do so by law and as set out in the terms and conditions of the contractual agreement.

For further information about how Lancashire Fire and Rescue Service uses your personal information, including your rights as a Data Subject, please see our website <https://www.lancsfirerescue.org.uk/contact-us/privacy-notices/>

As part of the evaluation process you are required to answer a method statement question regarding GDPR. Your response to this question must be to the satisfaction of the Service’s Information Governance Team; and in accordance with the requirements of the General Data Protection Regulation (EU) 2016/679) and the Data Protection Act 2018. You may also be asked to complete and sign a Data Sharing Agreement or the Service’s chosen Terms and Conditions Third Part Data Access Agreement.

**Additional Information**

LFRS reserves the right to issue supplementary documentation and information at any time during the tender process to clarify any issue. All such further information issued during the tender process shall be deemed to form part of this process and, where applicable, shall supersede any information provided to the extent indicated in the supplementary documentation.

LFRS may at its absolute discretion reject any Tender submission which does not provide **all** the information required and requested by LFRS, in the form requested. If a Bidder fails to complete all of the requested pricing information in the format specified such that it is not possible to evaluate the submitted price then the bid will be deemed to be non-compliant and will not be evaluated.

LFRS does not bind itself to accept the lowest or any tender, and reserves the right to accept the whole or part of any tender. Each party shall be responsible for its own costs in submitting this tender.

If at award stage the Preferred Tenderer chooses not to accept the offer to enter in to a contract, LFRS reserves the right to award to the next highest scoring tenderer and so on.

If your Tender is successful, you will be expected to provide the goods and/or service in accordance with the terms and conditions of the contract of insurance in place and specific requirements detailed in this Invitation to Tender.A draft agreement is included for information and the final agreement will be subject to minor amendment only. Details of any minor amendments you would propose should be submitted for consideration with your tender.

Neither party will disclose to any third party, except where there is a reasonable requirement to make such a disclosure for legal purposes, any information acquired during the tender process nor whilst performing the work / service during the contract period, without the other parties written consent.