

**Lancing Parish Hall**

**South Street**

**Lancing**

**West Sussex**

**BN15 8AJ**

**Email:** **tenders@lancingparishcouncil.gov.uk**

**www.lancingparishcouncil.gov.uk**

 26 January 2022

**Invitation to Tender for Management of Car Parks at Beach Green and Widewater 2022-5**

Lancing is a popular seaside destination for local residents and day trippers from Brighton and further afield with a vibrant seafront and great conditions for the hardcore year-round kite surfers and sea swimmers. The large open space at Beach Green hosts a significant number of family events throughout the year and, along with the sheltered children’s play area and skatepark, boasts a busy restaurant – The Perch – and a gym with sea views. Further along the coast is our beautiful nature reserve at Widewater Lagoon, and the quieter Widewater beach which continue to attract visitors and beach hut owners throughout the year who appreciate the more remote and undeveloped environment. In the peak season, both car parks are full to capacity, and a traffic count conducted over Quarter 1 of a financial year prior to the pandemic recorded nearly 40,000 vehicles entering both locations between 8am and 8pm (NB The charging period is due to change from 1 April 2022).

Lancing Parish Council owns both these large surface car parks on the seafront and is now inviting tenders for their management, including collection of parking charges, administration of season tickets and enforcement action for non-payment of parking charges. We are seeking an experienced car park management operator who is delivers a customer friendly service and who is well set up to handle the demands of two seaside facilities in a good summer. Ideally you will be a member of the BPA Approved Operator Scheme.

We encourage tenderers to visit the car parks and satisfy themselves as to the number of parking spaces that can be accommodated in each of the car parks as well as considering a solution for Method Statement 4 at 2.12.4 below. Any queries regarding this opportunity should be directed to tenders@lancingparishcouncil.gov.uk and headed ‘ITT Car Parks’.

This Form of Tender is to be delivered or sent by registered post to reach Lancing Parrish Council, Parish Hall, 96 South Street, Lancing, West Sussex, BN15 8AJ no later than **12 noon on Friday 25 February 2022.**

**Section 1. Instructions and Conditions of Tender**

**1.1 Timetable**

|  |  |  |
| --- | --- | --- |
| **DATE** | **TASK** | **ACTION** |
| **Friday 25 February 2022, by 12 noon** | Closing date for submission of Tenders | Participants submit Tender to the Council |
| **Friday 4 March 2022** | Estimated contract awarddate | Council advises all participants as towhether they have been successful and issues licence to successful party. |
| **Friday 1 April 2022** | Anticipated concession start date | Operator to commence management service on site. |

This timetable is indicative only and the Council reserves the right to change it at its discretion.

**1.2 Council contact**

If you have any questions or require any clarifications, please contact the email below:

tenders@lancingparishcouncil.gov.uk

Other than via the email above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract. Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion, be circulated to all Tenderers. In considering your intention to propose please review all sections of this ITT, noting in particular instruction 1.4 which sets out the terms on which Tenders are submitted.

**1.3 Submission of Tender**

Participants must submit their Tender by post no later than the date and time shown in the timetable above. Tenders submitted by facsimile or electronic transmission will not be considered.

Tenders are to be sent to:

LANCING PARISH COUNCIL,

Parish Hall

South Street

Lancing BN15 8AJ

Tenders must be submitted in a plain sealed envelope or package which shall bear the words “TENDER: Management of Car Parks” and shall not bear any name or mark indicating the sender.

The main Tender document must comprise a fully completed Form of Tender in the format contained within this document.

**1.4 Conditions for Participants**

This ITT, together with any documentation, information or communications made or provided by the Council in connection with this ITT, does not constitute an offer, representation or contract by or between the Council and any Participant;

in addition:

* does not bind the Council to accept any Tender in whole or part received from any Participant in connection with the ITT nor to enter into a contract with any Participant in connection with the ITT
* comprises information which the Council has taken reasonable steps to verify is accurate and complete as at the date of issue of the ITT but which may nevertheless include inaccurate, selective information and be subject to change; and
* supersedes all previous information, documentation and communications received by the recipient from the Council in respect of the subject matter of the ITT

The Participant:

* acknowledges that the information in the ITT is subject to revision and may contain inconsistencies, errors and omissions
* should seek legal and financial advice as needed;
* is solely responsible for obtaining all information required to prepare its Tender;
* shall make clear in their Tender any constraints, dependencies and assumptions;
* shall keep their Tender valid and open to acceptance for a minimum of 2 months; and
* will bear its own costs, expenses and liabilities incurred in the preparation of its Tender

**1.5 Inducements and Competitive Tenders**

The Participant must not at any time during the selection process, of which this ITT is part, commit any of the following acts:

• communicate to any person or persons the amount or approximate amount of the Tender;

• fix or adjust the amount of the Tender by or under or in accordance with any arrangement or contract with any other person or persons;

The Participant must also disclose to the Council any connection with any employee or member of the Council which could affect the outcome of the bidding process.

**1.6 Confidentiality**

The contents of this document together with all other information, materials, specifications or other related documents provided by the Council shall be treated at all times by the participant as confidential information.

Subject to section 1.7 below the Council in turn confirms that it will treat all information provided to it by the Participant as confidential and further confirms that such information shall not be disclosed by it to any third parties other than its advisers and consultants.

All intellectual property rights in this document and all materials provided by the Council or its professional advisers, unless specifically stated otherwise shall remain the property of the Council and are protected by copyright.

**1.7 Freedom of Information Act and Environmental Information Statement**

The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”). As part of the Council’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request. The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. The Council will not be held liable for any loss or prejudice caused by the disclosure of information necessary to fulfil its obligations under the Act or EIR

**1.8 Clarification Meetings, Site Visits and Interviews**

The Council reserves the right to hold clarification meetings, site visits and interviews as it considers appropriate both before and after Tender submission. Responses to any questions you submit may, at the Council’s discretion be circulated to all Tenderers.

**Part 2 – Tender Evaluation and Award Criteria**

2.1 The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.

2.2 Each Tender will be checked initially for compliance with all requirements of the ITT.

2.3 Tenders will be evaluated against the award criteria set out below.

2.4 During the evaluation period, the Council reserves the right to seek clarification in writing from the Tenderers, to assist it in its consideration of their Tenders.

2.5 The Council may decide to interview Tenderers, to assist its tendering process, and Tenderers will be notified in due course.

2.6 Tenders will be evaluated to determine the most economically advantageous tender taking into consideration the award criteria.

2.7 Tenders will be evaluated to determine the qualities of the tenderers. Only bids that pass this selection criterion will be evaluated for economic advantage. The criteria are:

**Grounds for Exclusion:** This section will be evaluated pass/fail basis.

**Insurance:** This section will be evaluated pass/fail basis.

We will seek evidence relating to the question. Justification to fail is not to provide the adequate insurance levels.

**Financial Information:** This section will be evaluated pass/fail basis.

Tenders will be evaluated for overall acceptability and sound financial condition to perform the estimated size of the contract. We will seek evidence relating to the questions, if required.

**Health and Safety:** This section will be evaluated pass/fail basis.

**Technical Capacity:** This section will be evaluated pass/fail basis.

2.8 Tenders will be evaluated to determine the most economically advantageous tender with a weighting of 70% income and 30% quality.

2.9 Submissions will be evaluated by comparing income across tenderers submissions. Submissions will be ranked in order of income, the highest submission attracting the full weighting of 70%

2.10 Quality is to be evaluated based on the Method Statement Questions at Section 2.12. Each Method Statement carries a weighting dependent upon their importance where 1 is low and 3 high. The scores and weighting combine to make up the percentage level. The full potential score under quality is 30%

**2.11 Scoring Methodology**

|  |  |
| --- | --- |
| **CRITERIA** | **% PERCENTAGE WEIGHTING** |
| **1**. | **Income**Income will be evaluated in accordance with the figures stated at 3.2. |  70% |
| **2.** | **Quality**This will be evaluated based on the response to the Method Statement Questions at 2.12.* Method Statement 1
* Method Statement 2
* Method Statement 3
* Method Statement 4

Each Method Statement question will be scored 0-4 as below |  30% |
| **SCORE** | **CLASSIFICATION** |  |
| **4.** | Exceeds requirements. A comprehensive response which meets all requirements and offers some added value. |  |
| **3.** | Meets requirements. Minor deficiencies or concerns in information provided but may be adaptable. |  |
| **2.** | Meets requirements. Adequate relevant detail provides a comprehensive response demonstrating fully how requirements will be met |  |
| **1**. | Does not meet requirements. Major deficiencies or concerns in certain areas or where the lack of detail and relevance requires the reviewer to make assumptions |  |
| **0.** | Major non-compliance with requirements. Evidence is unacceptable or non-existent. There is a failure to properly address issues or meet any of the requirements or no information provided. |  |
| **NOTE** |
| Each method statement will be scored to the quality scoring mechanism in accordance with section 2.11 above. |
| Responses to the method statements will be incorporated into the Contract Specification. |
| It is not envisaged that any single method statement response will need to exceed 400 words. Please ensure your response is succinct, including sufficient and relevant detail for marks to be awarded |

**2.12 Quality**

2.12.1 Method Statement 1

Please provide brief details of how you will deliver this service along with relevant experience in other locations. Please include methods of payment for car park users; any ‘convenience charges’ you intend to levy; how your customer service interface is provided.

2.12.2 Method Statement 2

How will you enforce payment charges? Please include descriptions of how you will detect non-payment or overstaying; prevent car park users ‘feeding’ the meter to reduce their parking charge; and recover fines for non-payment or overstaying

2.12.3 Method Statement 3

What arrangements do you have/will you put in place for maintenance and repair of the technology you employ? How will you validate the income received from parking charges for Lancing Parish Council audit purposes?

2.12.4 Method Statement 4

The Council has received a request from a local resident under the Disability Discrimination Act for us to consider making reasonable adjustments at our car parks. The resident uses an adapted vehicle which cannot get into either car park due to the height barriers in place, which are set at 6’6” high. How would you respond?

**2.13 Income**

2.13.1 Tenderers must complete the tender figures set out in section 3.2 to provide all of the obligations under the Contract.

2.13.2 Income shall be stated as a percentage of income received from car parking charges and season tickets and a second figure stated as a percentage of income received from parking fines. It should be calculated exclusive of VAT.

2.13.3 A Pricing Schedule should be attached to include all costs that will be associated with the contract e.g. expenses etc. No claim for a reduction in payment to the Council will be considered for items that have not been included in the Pricing Schedule.

2.13.4 The amount quoted shall be per annum commencing from the Commencement Date.

2.13.5 Payment to the Council must be made in accordance with the payment schedule as detailed in the accompanying Terms and Conditions.

**2.14 Grounds for Exclusion**

This section will be evaluated on a pass/fail basis

Please confirm that, to the best of your knowledge, the organisation named above is not in breach of the provisions of Regulation 57 of the Public Contracts Regulations 2015 as summarised below.

2.14.1. **Mandatory Grounds**

The organisation (or its directors or any other person who has powers of representation, decision or control of such organisation) has not been convicted of any of the following offences:

|  |  |
| --- | --- |
| Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA; or | **YES/NO**(Delete as appropriate) |
| Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; or | **YES/NO**(Delete as appropriate |
| The offence of bribery; or | **YES/NO**(Delete as appropriate |
| Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union; or | **YES/NO**(Delete as appropriate |
| Money laundering within the meaning of the Money Laundering Regulations 2003; or | **YES/NO**(Delete as appropriate |
| Any other offence within the meaning of Article 45(1) of the Public Sector Directive. | **YES/NO**(Delete as appropriate |

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| If you are unable to confirm any of the above, please give details below, including any action taken to resolve the situation: |
|  |

Please confirm the following statements or give details if you answer no to any of the questions.

**2.14.2 Discretionary Grounds**

The organisation (or its directors or any other person who has powers of representation, decision or control of such organisation) confirms that:

|  |  |
| --- | --- |
| Being an individual they are not bankrupt or have not had a receiving order or administration order or bankruptcy restrictions order made against them or have not made any composition or arrangement with or for the benefit of their creditors or have not made any conveyance or assignment for the benefit of their creditors or does not appear able to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland have not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of their estate, or is not the subject of any similar procedure under the law of any other state; or | **YES/NO**(Delete as appropriate) |
| Being a partnership constituted under Scots law it has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate; or | **YES/NO**(Delete as appropriate) |
| Being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has not had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of the above procedures or is not the subject of similar procedures under the law of any other state; or | **YES/NO**(Delete as appropriate) |
| They have not been convicted of a criminal offence relating to the conduct of the business or profession; or | **YES/NO**(Delete as appropriate) |
| They have not committed an act of grave misconduct in the course of the business or profession; or | **YES/NO**(Delete as appropriate) |
| It has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established; or | **YES/NO**(Delete as appropriate) |
| It has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established; or | **YES/NO**(Delete as appropriate) |
| They are not guilty of serious misrepresentation in providing any information required of them under this regulation; or | **YES/NO**(Delete as appropriate) |
| In relation to procedures for the award of a public services contract, it is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member | **YES/NO**(Delete as appropriate**)** |

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| If you are unable to confirm any of the above, please give details below, including any action taken to resolve the situation. |
|  |

**2.15 Insurance**

This section will be evaluated on a pass/fail basis.

Please provide confirmation that you have or, if successful, will buy the following minimum levels of insurance

|  |
| --- |
| **CONFIRMED** |
| **Public Liability £10,000,000** | YES/NO |
| **Employers Liability £5,000,000** | YES/NO |

The successful tenderer will be required to provide the Council with proof of insurance cover prior to commencement of the contract

**2.16 Financial Information**

This section will be evaluated on a pass/fail basis.

We may seek evidence relating to the questions below, if required and we reserve the right to use the services of an independent third party to assess your financial standing/appraisal

|  |  |
| --- | --- |
| Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year? | **YES/NO**(Delete as appropriate) |
| If the answer to the above question is no, what were the reasons, and what has been done to put things right? | **YES/NO**(Delete as appropriate) |
| Has your organisation met all its obligations to pay its creditors and employees during the past year? **Note:** This should include any obligations your organisation has to pay Lancing Parish Council. | **YES/NO**(Delete as appropriate) |
| If the answer to the above question is no, please explain why not | **YES/NO**(Delete as appropriate) |

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| **NOTES TO ORGANISATION:**1. Where the organisation is a subsidiary of a group all questions must be answered for both the subsidiary and the ultimate parent. 2. Where this Tender is being submitted as a consortium, the above information is required for each member organisation |

**2.17 Health and Safety**

This section will be evaluated on a pass/fail basis.

Have you or your company or its directors been convicted of an offence in respect of the

Health and Safety at Work Act?

Have you or your company ever been served with any prohibition or improvements notices

by the HSE? Please provide details

|  |
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|  |

The Council may require you to provide a copy of the Health and Safety Policy and any codes of safe working practices.

**2.18 Litigation and Claims**

During the past 5 years has you or your company:

* Been sued via the courts for negligence or any other common law action?
* Had a County Court Judgement (CCJ) issued against it?
* Have any of the proprietors, directors’ partners or associates ever been declared bankrupt or been involved in any firm which has been liquidated, gone into receivership or been the subject of winding up proceedings?

**Please provide details**

|  |
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|  |

**2.19 Technical Capacity**

This section will be evaluated on a pass/fail basis.

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| --- |
| The Organisation must demonstrate that they have the technical capacity to provide this service and we will seek evidence relating to the question below, if required. |
| To hold or be willing to obtain membership of the Approved Operator Scheme if intending to use ANPR technology?  | **YES/NO** |

**Part 3 Application Form and Tender Amount**

Please expand the sections below as required to accommodate your answer and cross-refer clearly any supplementary documents provided in answer to the question.

3.1 Operator Profile

|  |  |  |
| --- | --- | --- |
| 1.1 | **Q.** | **Identity of Operator**Please confirm the following details:* Legal Name
* Status (i.e Sole Trader/ Limited Company)
* Trading name if different to Legal name
* Company Registration Number and date of registration
* Country of incorporation or registration
* Registered Address
* Correspondence Address
* Operating Address
* Principal Areas of Business Activity
 |
| **A.** |  |

|  |  |  |
| --- | --- | --- |
| 1.2 | **Q.** | Operator’s Parent Company (if applicable)Please confirm the following details:* Legal Name
* Trading name if different to Legal name
* Company Registration Number
* Country of incorporation or registration
* Registered Address
* Correspondence Address
* Operating Address
* Principal Areas of Business Activity
 |
| **A.** |  |

|  |  |  |
| --- | --- | --- |
| 1.3 | **Q.** | Lead Contact for Participant with responsibility for this TenderPlease confirm the following details:* Name
* Role
* Telephone
* Email
 |
| **A.** |  |

|  |  |  |
| --- | --- | --- |
| 2.1.1 | **Q.** | Please give details of two other persons at organisations from whomreferences can be requested. One of which should be the name and address of your Bank. Information must include:* Name and address of person/organisation
* Relevance of the nominated reference
* Telephone number
 |
| **A.** |  |

|  |  |  |
| --- | --- | --- |
| 2.2.2. | **Q.** | Please give details of two other persons at organisations from whomreferences can be requested. One of which should be the name and address of your Bank. Information must include:* Name and address of person/organisation
* Relevance of the nominated reference
* Telephone number
 |
| **A.** |  |

|  |  |  |
| --- | --- | --- |
| 2.2.3. | **Q.** | If the applicant is a limited company please state date of registration and the registration number under the Companies Act |
| **A.** |  |

|  |  |  |
| --- | --- | --- |
| 2.2.4. | **Q.** | Please state your VAT Registration Number if you have one |
| **A.** |  |

3.2 Tender amount

Having read the ITT information I / we hereby offer, subject to contract, a fee per annum exclusive of VAT and rates of:

|  |  |
| --- | --- |
| Payment for operating the Concession | …………% of receipts from parking charges and season tickets…………% of receipts from parking finesAssume these payments are VAT exemptTo be paid by the operator to the Council in accordance with the schedule set out in Appendix 1: Terms and Conditions |

I/We certify that the information supplied above is accurate to the best of my/our knowledge and that I/we accept the conditions and undertakings requested in this document. I/We understand that false information could result in my/our exclusion from the tendering process. I/We further agree that the information requested is essential for the proper consideration of prospective tenderers. I/We confirm that I/We are satisfied with the details provided and have read and understood the conditions of tender and the draft licence

I/We will enter into and comply with if my/our tender is accepted.

**Signed**

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|  |

**Date**

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|  |

The undertaking should be signed by the applicant, or if a company, by a partner or authorised representative in their own name for and on behalf of the company.

Participants must submit their Tender together with a Pricing Schedule by delivery of post no later than **12 noon, 25 February 2022** in accordance with requirements in Section 1.3 above.

Tenders submitted by facsimile or electronic transmission will not be considered.