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**Walton Community Council**

**Invitation to Tender (ITT)**

**For the SECURITY / OPENING AND CLOSING OF A MULTI-USE GAMES AREA AND CAR PARKS AT BROWNS WOOD SPORTS GROUND, WALNUT TREE SPORTS GROUND AND WAVENDON GATE PAVILION**

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract Start Date** | 1 December 2023 | Contract End Date: | 30 November 2026 |
| **Contract Award Date:** | Wednesday 1 November 2023 | | |
| **Release Date** | Friday 15 September 2023 | | |
| **Contract Term:** | 3 Years – with a one-year break clause. | | |
| **Deadline for Submission of Quotation** | Friday 20 October 2023 | | |
| **Issuer** | Lesley Davies, Operations Officer, Walton Community Council | | |
| **Receipt of Submissions** | **By email:** to [operations@waltoncommunitycouncil.gov.uk](mailto:operations@waltoncommunitycouncil.gov.uk) Written in the email subject heading: “Confidential – Community Council car parks (Security Contract). Quote reference: WCC/CARPARK/SECURITY/2023  **By Post:** to  Lesley Davies, Operations Officer, Walton Community Council, MK SNAP Building, 20 Bourton Low, Walnut Tree, Milton Keynes, MK7 7DE.  Please mark your envelope: ‘Confidential:  WCC/CARPARK/SECURITY/2023 | | |

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**SECTION 1 - DETAILS OF TENDERER**

|  |  |
| --- | --- |
| **Company Name** |  |
| **Address** |  |
| **Contact** |  |
| **Email** |  |
| **Telephone** |  |
| **Mobile Telephone** |  |
| **Business Hours** |  |

**2.0 SECTION 2 - INTRODUCTION**

2.1 This invitation to quote has been prepared by Walton Community Council (WCC), inviting proposals for a security contract for the security, opening and closing of a Multi-Use Games Area (MUGA) and the security, opening and closing of three car parks at Browns Wood Sports Ground, Walnut Tree Sports Ground and Wavendon Gate Sports Ground as per the provision of services described in the specification at section 10 of this document.

2.2 The bidder will be required to submit a proposal explaining how it will meet WCC’s requirements as described in the specification at Section 10 of this document and the commercial terms on which WCC propose to contract in due course with the successful bidder.

**3.0 SECTION 3 – INSTRUCTIONS TO BIDDERS**

3.1 Please read the instructions on the ITT procedures carefully. Failure to comply with the instructions or to return any of the required documents or information may invalidate your bid. Your bid must be returned by the time and date given.

3.2 Your proposal should follow the format described and you should answer the specific questions set out in this document. The tender process will be conducted in a manner that ensures bids are evaluated fairly against weighted criteria set out in Section 11.

3.3 The following must be completed:

a) Form of Quotation

b) Statement of Non-Collusion

c) Evaluation Questions

d) Pricing Schedule (What you will charge for the works)

e) Copies of Insurance Schedule, as appropriate

f ) All supporting documentation as required

3.4. Respond in full to each of the questions to allow WCC to make an informed selection of the most appropriate solution. This is to ensure that WCC can compare each of the options and suppliers in a fair, like-for-like manner.

3.5 Indicate if your bid is reliant on any third parties for any aspects of fulfilling the service. In such cases you should provide full details of subcontractors and partners, the nature of the relationship and the intended balance of work to be completed, and copies of quality assurance arrangements operating with subcontractors. Failure to do so may lead to your bid being rejected.

3.6 Envelopes and packages used to return the ITT must bear no reference to the bidder’s name. Quotes received before the due deadline will be retained unopened until then.

3.8 **Questions About the Invitation to Tender**

You may submit questions or points of clarifications relating to the quotation and documentation, by post or email, by no later than **5pm on Wedn. 4 October 2023**

to: *Lesley Davies, Operations Officer, Walton Community Council, MK SNAP Building, 20 Bourton Low, Walnut Tree, Milton Keynes, MK7 7DE*

*Email:* [*operations@waltoncommunitycouncil.gov.uk*](mailto:operations@waltoncommunitycouncil.gov.uk)

3.9 **Answers to Questions**

Answers to questions received by WCC, by the deadline, will be circulated by email on or before 5pm on **Friday 6 October 2023** to all bidders, without revealing the identity of the individual bidder that put forward the question.

3.10 **Summary of Procurement Timetable**

The following is a summary of the timetable that is applied to the procurement of services. WCC reserves the right to alter this timetable by notice to bidders.

|  |  |
| --- | --- |
| Event | Deadline/Comment |
| Release Date | Friday 15 September 2023 |
| WCC to receive email confirmation of your intension to tender. | Within two working days of receipt of ITT. – 5pm on Wednesday 20 September 2023 |
| WCC’s receipt of questions / clarifications relating to the ITT | 5pm on Wednesday 4 October 2023 |
| WCC to circulate response to questions / clarifications to all bidders. | By 5pm on Friday 6 October 2023 |
| Deadline for receipt of Invitations to Tender (date ITT needs to be sent to WCC) | By 5pm on Friday 20 October 2023 |
| Contract Award Date | Wednesday 1 November 2023 |
| WCC to inform bidders of outcome of quotation | By 5pm Friday 3 November 2023 |
| Contract implementation date | Friday 1 December 2023 |

**4.0 SECTION 4 – TERMS AND CONDITIONS OF CONTRACT**

4.1 WCC reserves the right to seek clarification of any matters arising from the bidder’s submission and to make amendments to the text of the Quotation Documents during the quoting process. All bidders will be notified of any such amendments.

4.2 All costs, expenses and liability incurred by the bidder in connection with the preparation and submission of the quotations will be borne by the bidder.

4.3 The bidder shall have no claim whatsoever against WCC in respect of such costs and in particular (but without limitation) WCC shall not make any payments to the successful bidder or any other bidder save as expressly provided for in the Contract and (save to the extent set out in the Quotation Documents) no compensation or remuneration shall otherwise be payable by WCC to the successful bidder or any other bidder in respect of the requirement by reason of the scope of the requirement being different from that envisaged by the successful bidder or otherwise, including without limitation any costs incurred by any bidder in the event this quotation process is aborted.

4.4 To ensure that WCC is able to carry out a proper comparison of quotations, no unauthorised alterations shall be permitted to the Quotation Documents. Quotations that contain unauthorised alterations or qualifications may be rejected.

4.5 WCC is not bound to accept any quotation to make any award from this invitation to quote. The contract will be awarded based on the Quotation Evaluation Criteria.

4.6 If your quotation is accepted, an official purchase order will be raised. The order will be subject to WCC’s Terms and Conditions of Contract and your completed quotation submission. Acceptance of the quote by WCC shall be in writing. In accordance with transparency and openness, WCC will publish the awarded contract value and the name of the successful bidder.

**5.0 SECTION 5 – AUTHORISED VARIATIONS TO BIDS**

5.1 You are encouraged to provide any suggestions and solutions that may provide for a more cost-effective contract and value for money. Any proposals which alter the requirements of the specification must be in the form of a variant bid, must be clearly marked “variant bid”, and must be submitted at the same time as the ITT.

**6.0 SECTION 6 – REJECTION OF QUOTATION**

6.1 All quotations, whether by email or post, shall be submitted to WCC before 5pm on **Friday 20 October**. Failure to submit your bid by the deadline may result in your submission being rejected.

6.2 Any unauthorised attachments/additions that are not identified or any general sales material submitted may not be considered by WCC. Bidders should not enclose any documents, brochures or other materials unless specifically requested to do so.

6.3 WCC, at its absolute discretion may reject a quotation if:

6.3.1 the prices submitted are too high to be affordable.

6.3.2 the prices submitted are too low to be credible, but only after the bidder has been given the opportunity to provide an explanation of the quotation, or part of the quotation which WCC believes to be too low, and where WCC does not accept the explanation.

6.3.3 all or part of the quotation documents are reproduced for submission in a different format from that provided by WCC.

6.3.4 the quotation contains a financial section which is incomplete.

6.3.5 the bidder makes or attempts to make any variation or alteration to the terms of the contract documents.

6.3.6 the bidder discloses to any third party, prices shown in it quotations except where such disclosure is made in confident in order to obtain quotations necessary for the purpose of financing or insurance and/or

6.3.7 the bidder fixes prices in its quotation in accordance with any arrangement with any person or by reference to any other quotation and/or

6.3.8 the bidder offers or agrees to pay or give or does pay or give any sum of money, inducement, or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other bidder or any other person's proposed Quotation any act or omission and/or

6.3.9 the bidder in connection with the award of the Contract commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972 and/or

6.3.10 the bidder has directly or indirectly canvassed any official of WCC concerning award of the contract or who has directly or indirectly obtained or attempted to obtain information from any such official concerning any other bidder or quotation submitted by any other bidder and/or

6.3.11 the bidder has done anything improper to influence WCC during the quotation period and/or

6.3.12 the bidder has failed to return any of the documents requested without valid explanation.

6.3.13 the bidder has failed to declare any conflict of interest or any circumstances that could give rise to a conflict of interest.

**7.0 SECTION 7 – HEALTH AND SAFETY**

7.1 WCC requires that all contractors, their employees and (where applicable), sub-contractors shall, whilst working for WCC, comply with all requirements of the Health & Safety at Work Act etc.1974 and with all other Health & Safety legislation that relate generally or specifically to their trade, business, and undertaking.

**8.0 SECTION 8 – EQUALITIES**

8.1 WCC require that as an employer, contractors comply with their statutory obligations under current equal opportunities legislation.

**9.0 SECTION 9 - ACCREDITATIONS**

9.1 WCC requires that where accreditation to professional bodies is necessary to deliver the service of all contractors and (where applicable), sub-contractors shall, whilst working for WCC, have all necessary accreditations in place.

**10.0 SECTION 10 – SPECIFICATION**

10.1 WCC is a first-tier local authority. WCC is the owner of Browns Wood Sports Ground, Walnut Tree Sports Ground and Wavendon Gate Pavilion located within the parish of Walton. The purpose of the ITT is to select a supplier who will provide security, and the opening and closing of a MUGA and all car parks, every day, including bank holidays and Christmas Day. During the day both the MUGA and car parks will have open access to the public.

10.2 Overview of works will include (from 1 December 2023 onwards):

* Daily opening and closing of the Multi-Use Games Area and car park located at Browns Wood Sports Ground
* Daily opening and closing of the car park located at Walnut Tree Sports Ground.
* Daily opening and closing of the car park located at Wavendon Gate Pavilion car park.
* The opening of the MUGA and car park at Browns Wood shall be 8am all year round.
* The closing of the MUGA shall be 9pm throughout the year.
* The opening of the car park located at Walnut Tree Sports Ground shall be 7:30am all year round.
* The closing of the car par located at Walnut Tree Sports Ground shall be 9pm all year round.
* The opening of the car park located at Wavendon Gate Pavilion shall be 7:30am all year round.
* The closing of the car par located at Wavendon Gate Pavilion shall be 10:30pm all year round.
* The contractor will be a key holder for the MUGA.
* Reporting of any incidents as per an agreed plan of contact or as appropriate (e.g. police)
* To be an out of hours emergency contact (if required)

10.3 Any additional work outside the scope of the contract, which is deemed to be necessary, to be agreed with WCC.

**11.0 SECTION 11 – EVALUATION CRITERIA AND WEIGHTING**

11.1 Bidders will be asked a series of questions. Proposals will be evaluated by attaching a Best Price/Quality Ratio score to:

(a) Price

(b) Quality - the quality of the proposal overall against the following criteria:

* Compliance with the specification and overall understanding of the work required.
* Ability to deliver the contract
* Quality Assurance
* References

11.2 Best Price/Quality Ratio is set out below:

|  |  |
| --- | --- |
| **Evaluation Area** | **Weighting** |
| Quotation Price (not below 40%) | 60% |
| Quality | 40% |

11.3 The quality aspects of the quotation will be assessed by answering questions which will be scored based on whether the bidder has shown that it can meet the evaluation criteria. A score will be awarded on a system of 0-5 as follows:

|  |  |
| --- | --- |
| **No. of Points** | **Definition** |
| 0 | Unacceptable - Response does not meet requirements or no response is provided. |
| 1 | Unsatisfactory - Response partially meets requirements but contains significant weaknesses, issues or omissions. |
| 2 | Weak – Response partially meets requirements but contains some weaknesses, issues or omissions |
| 3 | Acceptable - Response meets requirements to an acceptable standard but contains some weaknesses, issues or omissions. |
| 4 | Good - Response meets requirements with moderate levels of assurance. |
| 5 | Outstanding - Response meets requirements to a high standard with high levels of assurance. Robust and detailed in all respects. |
|  |  |

11.4 Quality criteria will be assessed on the answers to the following 4 Quality Criteria and questions:

|  |  |  |
| --- | --- | --- |
| **Quality Criteria** | **Level 1 Weighting** | **Level 2 Weighting** |
| **1. Compliance with the specification and overall understanding of the work required** | **35%** |  |
| 1.1 The objective is to ensure that the MUGA and car park is opened and closed on time. How will you approach this? |  | 50% |
| 1.2 What resources to you have or have access to, to ensure that you can meet all the requirements set out in the specification? |  | 40% |
| 1.3 How will you report back any security matters / incidents / regular reporting? |  | 10% |
| **2. Ability to Deliver the Contract** | **30%** |  |
| 2.1 What experience and expertise do you have in this industry sector? |  | 40% |
| 2.2 What experience do you have of dealing with security contracts relating to the maintenance of play areas and car parks? |  | 30% |
| 2.3 What contingency provisions are in place if service difficulties arise? |  | 20% |
| 2.4 What comparable security contracts have you managed? |  | 10% |
| **3. Quality Assurance** | **20%** |  |
| 3.1 How are your security guards trained and licensed? |  | 45% |
| 3.2 What accreditations do you hold? (provide copies) e.g. SIA approval |  | 35% |
| 3.3 Do you have a risk management policy and if so, how is it implemented? |  | 20% |
| **4. References** | **15%** |  |
| Provide 3 references from customers within the last two years |  | 100% |

**12.0 SECTION 12 – PRICING SCHEDULE**

12.1 Costs payable by WCC will be evaluated in accordance with the price/quality weighting. The scores achieved for the price payable and the non-price elements will be added together and the bidder achieving the highest score will be successful.

12.2 The bidder where applicable should satisfy itself as to the local conditions, the full extent and character of the operation, the supply and conditions affecting labour and all other factors which could affect the execution of the contract generally, as claims on the grounds of a lack of knowledge will not be accepted.

12.3 The bidder is notified that all quantities given are approximate and given for guidance purposes only.

12.4 **No other costs will be accepted except those in the pricing schedule**. The rates to be inserted in the pricing schedule for works contracts are to be the full inclusive costs. Labour rates must include all overheads, supervisory and administrative costs, together with an element of profit. The process stated constitutes the only reimbursement and profit to the company for providing the services required. The prices are deemed to cover all costs, expenses and profit incurred directly or indirectly by the bidder in providing the works, supplies or services.

12.5 All sums payable by or to WCC or the supplier are exclusive of VAT. Where VAT is chargeable on such sums, the payer shall pay, upon production of a valid VAT invoice by the payee, such VAT in addition to such sums.

|  |  |
| --- | --- |
| **Pricing Schedule** | |
| **Description** | **Total Price £ per annum (exc. VAT)** |
| Price for the security, opening and closing of a Multi-Use Games Area and car parks at Browns Wood Sports Ground, Walnut Tree Sports Ground and Wavendon Gate Pavilion. |  |

**13. SECTION 13 – BUSINESS EVALUATION QUESTIONS**

13.1 You need to answer the following questions and supply financial information, where requested:

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial Information** | | | |
| 1.1 | What was your turnover in each of your last two financial years? | |  |
| 1.2 | *Please provide at least one of the following documents and please tick which documents are attached to your response* | |  |
|  |  | *A copy of your audited accounts for the most recent two years (if this applies)* |  |
|  |  | *A statement of your turnover, profit & loss account and cash flow for the most recent year of trading* |  |
|  |  | *A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position* |  |
|  |  | *Alternative means of demonstrating financial status if trading for less than a year* |  |

|  |  |  |
| --- | --- | --- |
| **Insurance** | | |
|  | If a contract is awarded to you, written evidence of your insurance cover will be required. Insurance requirements will form part of the Terms and Conditions of Contract. The requirements are: | |
| 1.1 | Employers Liability Insurance £10,000,000 |  |
| 1.2 | Public Liability Insurance £10,000,000 |  |
| 1.3 | Professional Indemnity Insurance (if applicable) £1,000,000 |  |
| 1.4 | If you do not carry any insurance as detailed above will you obtain insurance if you are successful in winning the contract? | Yes/No |

|  |  |  |
| --- | --- | --- |
| **Health and Safety** | | |
| 1.1 | Has your organisation, during the last 3 years been prosecuted or had a notice served for contravention of the Health and Safety at Work Act Etc. 1974 or associated regulations or been the subject of a formal investigation by the Health and Safety Executive or similar national body charged with improving health and safety standards? | Yes/No |
| 1.2 | If **“Yes”,** please give details: |  |
| 1.3 | Does your organisation have a written health and safety at work policy? | Yes/No |
| 1.4 | Does your organisation have a health and safety at work system*?* | Yes/No |
| 1.5 | If “**No**”, to either 1.3 or 1.4 above please explain why: |  |

|  |  |  |
| --- | --- | --- |
| **Equalities** | | |
| 1.1 | In the last three years, have any findings of unlawful discrimination been made against you or your firm by the Employment Tribunal, the Employment Appeal Tribunal or any other court or in comparable proceedings in any other jurisdiction? If yes, please give details. | Yes/ No |
| 1.2 | Do you have an equalities policy? | Yes/No |
| 1.3 | If **“No”**, how do you ensure that you comply with the relevant law? |  |

**STATEMENT OF NON-COLLUSION**

To

**Supplier name and address**

1. We recognise that the essence of competitive tendering is that WCC will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

(a) Communicate to any person other than WCC the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;

(b) Enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;

(c) Offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the work “person” shall include any person, body or association corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

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Signature (authorised on behalf of the Tenderer)

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Print Name

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

Date

**FORM OF TENDER**

To

**Supplier name and address**

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.

2. We hereby tender and undertake to provide and complete all the goods/services required to be performed in accordance with the terms and condition of contract and Specification for the amount set out in the Pricing Schedule.

3. We agree that any insertion by us to any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.

4. We agree that this tender shall remain open to be accepted by WCC for 90 days from the last date from the receipt of tenders.

5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by WCC we may be required to secure a Deed of Guarantee in favour of WCC from our holding company or ultimate holding company, as determined by WCC in their discretion.

6. We understand that WCC is not bound to accept the lowest or any tender it may receive.

7. We certify that this is a bona fide tender.

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

Signature (duly authorised on behalf of the Tenderer)

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Print Name

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

Date