

**REQUEST FOR INFORMATION
FOR
EXPLORATION OF CONCESSION OPPORTUNITIES
FOR
LONDON BOROUGH OF LAMBETH**

Request for Information

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1. REQUEST FOR INFORMATION (RFI) SCOPE

- 1.1 The Authority requires information on the ability to provide possible concession opportunities within the Borough.
- 1.2 The Authority has not specified a format for the detailed response as this can limit creativity and make it difficult to understand. Organisations are therefore freely available to present information in their desired format.

2. BACKGROUND TO THE AUTHORITY

- 2.1 The London Borough of Lambeth is a Local Authority in London with a rich history and ambitious plans for the future. Information on the Borough can be found at www.lambeth.gov.uk.

3. BACKGROUND TO THE REQUIREMENT

- 3.1 The London Borough of Lambeth (the Authority), is undertaking preliminary investigations to ascertain whether it can establish a series of commercially viable concession contracts. This request for information is intended as an initial starting point to engage possible interested parties. At the current time, the Authority is considering the following areas, however it should be stressed that current discussions are purely for the purposes of exploration. If we receive positive feedback following this request for information, then we may undertake more detailed market testing.
 - We wish to obtain feedback on the possibility of a catering concession contract. High-level analysis suggest that there are a number of locations within the Borough where a form of catering concession contract may be viable. This can take a number of forms including something as simple as so-called “man in a van” opportunities to more complex arrangements. The Borough has some initial thoughts on possible locations. We would appreciate feedback from potential suppliers on possible locations, any operational concerns, and issues around implementation.
 - We wish to investigate the possibility of a boating concession on Cock Pond at Clapham Common, or possibly Long Pond. According to our preliminary analysis, if successful, this is unlikely to be operational until spring 2017 because of the set-up time required, however we would appreciate feedback on this point. We would also like feedback on the main risks and issues that both the Borough and the supplier may need to take into account.
 - We wish to investigate the possibility of Inflatable play-area concessions at various parks where suitable locations can be found. These could be offered over the school summer holidays with some flexibility. Companies might want to be present every day, or only at weekends; or have the ability to turn up every day. Please address these points in your feedback, as well as questions around scope and location.

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4. INFORMATION REQUIRED

4.1 The Authority requires Organisations to provide feedback on the following general points:

- What you believe to be the key drivers of a successful concession contract in the areas described above.
- The possible risks that the Authority and the potential supplier should be aware of.
- An indicative outline of the possible financial benefits that the Authority might be able to obtain.
- Possible commercial models that could be used.
- What you believe to be sustainable timeframes for the establishing of a concession in the areas described above.

4.2 All information submitted by Organisations shall be kept for audit purposes for seven (7) years from the Deadline for submission of a RFI Response.

5. REQUEST FOR INFORMATION TIMETABLE

5.1 Please see the below for the RFI's timetable:

DATE	ACTIVITY
1 st July 2016	Publication of the Request for Information
1 st July 2016	Clarification period starts
13 th July 2016, 12:00	Clarification period closes
18 th July 2016, 12:00	Deadline for the publication of responses to RFI Clarification questions
22 nd July 2016, 15:00	Deadline for submission of a RFI Response

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6. CLARIFICATION PERIOD

- 6.1 Organisations may raise questions or seek clarification regarding any aspect of this Request for Information at any time prior to the Clarification Deadline. Questions must be submitted via the details included on Contracts Finder.
- 6.2 The London Borough of Lambeth will not enter into exclusive discussions regarding the requirements of this Request for Information with Organisations.
- 6.3 To ensure that all Organisations have equal access to information regarding this Request for Information, the Authority will publish all its responses to questions raised by Organisation's on an anonymous basis.
- 6.4 Responses will be published in a Questions and Answers document to all Organisations via Contracts Finder.

7. COSTS

- 7.1 The Authority will not reimburse any costs incurred by an Organisation (including the costs or expenses of any members of its Group of Economic Operators (if acting as a Lead Contact), Sub-Contractors or advisors) in connection with the preparation and/or submission of the Organization's Request for Information response, including (without limit) where:
 - 7.1.1 The Request for Information is cancelled, shortened or delayed for any reason (including, without limitation, where such action is necessary

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due to non-compliance or potential non-compliance with the law, including the Regulations);

7.1.2 All or any part of the Request for Information is at any time amended, clarified, added to or withdrawn for any reason;

7.1.3 The Organisation and/or its Respondent is disqualified from participation in this Request for Information for any reason, including breach of these Terms of Participation.

8. RIGHT TO CANCEL OR VARY THIS REQUEST FOR INFORMATION

8.1 The Authority reserves the right, subject to the rules set out in the Regulations, to:

8.1.1 Change the basis of or the procedures for this Request for Information at any time;

8.1.2 Amend, clarify, add to or withdraw all or any part of the Request for Information at any time, including varying any timetable or deadlines set out in the Request for Information; and:

8.1.3 Cancel all or part of this Request for Information at any stage and at any time.

9. RIGHT TO CONFIRM OR REQUEST UPDATED RFI INFORMATION

9.1 The Authority reserves the right to require Organisations to confirm that their Request for Information response remains accurate at all stages of the Request for Information process and/or to request updated Information.

9.2 The Authority also reserves the right to specify additional standards or requirements according to their particular requirements.

10. CONDUCT - SPECIFIC OBLIGATIONS

10.1 The Organisation must not directly or indirectly canvass any officer, public sector employee, member or agent regarding this Request for Information or attempt to obtain any information from the same regarding this Request for Information (except where and as permitted by the Request for Information). Any attempt by the Organisation to do so may result in the Organisation's disqualification from this Request for information.

11. NOTICES TO ORGANISATIONS

11.1 This Request for Information and any related documents referred to have been prepared by the London Borough of Lambeth for a pre-market test to gather information.

11.2 Whilst prepared in good faith, the Request for Information documents are intended only as a preliminary background explanation of the Authority's activities and plans.

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Therefore it is not intended to form the basis of any decision on whether to enter into any contractual relationship.

11.3 The Request for Information documents do not purport to be all inclusive or to contain all of the information that Organisation's may require.

11.4 Neither the Authority or its advisors, or the directors, officers, partners, employees, other staff, agents or advisers of any such body or person:

11.4.1 Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Request for Information documents;

11.4.2 Accepts any responsibility for the information contained in the Request for Information documents or for its fairness, accuracy or completeness; or

11.4.3 Shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

11.5 Nothing in the Request for Information documents is, or should be, relied upon as a promissory or a representation as to the Authority's ultimate decisions in relation to the Request for Information

11.6 The publication of the Request for Information documents in no way commits the Authority to award any contract.

12. CONFIDENTIALITY

12.1 Subject to the exceptions referred to in paragraph 12.2, the contents of the request for information are being made available by the authority on the conditions that the organisation:

12.1.1 Treats the Request for Information as confidential at all times, unless the information is already in the public domain;

12.1.2 Does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised in accordance with paragraph 12 (Freedom of Information);

12.1.3 Only uses the Information for the purposes of preparing a Response (or deciding whether to respond); and

12.1.4 Does not undertake any promotional or similar activity related to this Request for Information within any section of the media.

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- 12.2 An Organisation may disclose, distribute or pass any of the Information to its members of its Group of Economic Operators (if acting as a Lead Contact), Sub-Contractors, advisers or to any other person provided that:
- 12.2.1 This is done for the sole purpose of enabling the Organisation to submit its response and the person receiving the information undertakes in writing (such written undertaking to be made available to the Authority on the Authority's request) to keep the information confidential.
 - 12.2.2 It obtains the Authority's prior written consent in relation to such disclosure, distribution or passing of Information; or
 - 12.2.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this Request for Information;
 - 12.2.4 The Organisation is legally required to make such a disclosure; or
 - 12.2.5 The information has been published in accordance with paragraph 12 (Freedom of Information).
- 12.3 The Authority may disclose information submitted by Organisations during this Request for Information to its officers, employees, agents or advisers who are stakeholders in this Request for Information.

13. FREEDOM OF INFORMATION

- 13.1 In accordance with the obligations and duties placed upon public authorities by the FoIA (Freedom of Information Act 2000) and the EIR (Environmental Information Regulations 2004) and in accordance with any Government Code of Practice on the discharge of public authorities' functions under the FoIA all information submitted to the Authority may be disclosed under a request for information made pursuant to the FoIA and the EIR.
- 13.2 Organisations should note that the information disclosed pursuant to a FoIA or EIR request may include, but is not limited to, the disclosure of its Request for Information response (including any attachments or embedded documents).
- 13.3 If the Organisation considers any part of its Response or any other information it submits to be confident or commercially sensitive, the Organisations should:
- 13.3.1 Clearly identify such information as confidential or commercially sensitive;
 - 13.3.2 Explain the potential implications of disclosure of such information taking into account and specifically addressing the public interest test as set out in the FoIA; and
 - 13.3.3 Provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.
- 13.4 If the Organisation identifies that part of its Response or other information it submits is confidential or commercially sensitive, the Authority in its sole discretion will consider
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whether or not to withhold such information from publication. Organisations should note that, even where information is identified as confidential or commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the EIR.

- 13.5 The Authority is required to form an independent judgement of whether the Organisation's information referred to in paragraph 13.4 is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. The Authority cannot guarantee that any information indicated as being confidential or commercially sensitive by the Organisation will be withheld from publication.
- 13.6 If the Organisation receives a request for information under the FoIA or the EIR during and in relation to this Request for Information, it should be immediately referred to the Authority.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Organisation grants the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within its Response for the purposes of carrying out this Request for Information; complying with the law and/or any government guidance; and/or carrying out the Authority's business activities. This licence shall also permit the Authority to sublicense the use of the Organisation's Response to its advisers or sub-contractors or other Contracting Bodies for the same purposes.

15. NO INDUCEMENT OR INCENTIVE

- 15.1 The Organisation acknowledges and agrees that nothing contained within the Request for Information shall constitute an inducement or incentive nor shall have in any other way persuaded an Organisation to submit a Response or enter into any other contractual agreement.

16. LAW AND JURISDICTION

- 16.1 Any dispute (including non-contractual disputes or claims) relating to this Request for Information shall be governed by and construed in accordance with the laws of England and Wales.
- 16.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Request for Information (including non-contractual disputes or claims).