



## **CREWE TOWN COUNCIL**

### **Invitation to Tender (ITT)**

### **Consultancy Contract to Deliver Crewe Business Improvement District**

**PERIOD: August 2022 to March 2024**

**Contracts Finder Ref: Crewe BID 2022**

**For:** The appointment of a consultancy to work with Crewe Town Council and local businesses to test the viability and if viable, develop and establish a Business Improvement District for Crewe

**Date:** 01/07/2022

#### **1 Overview of Crewe Town Council (the “Council”)**

- 1.1 The principal function of the Town Council is to represent local interests and to promote and watch over particular interests of Crewe. The Council has a number of specific responsibilities but parish councils can also spend a limited amount of money on anything they deem of benefit to the community.

The Town Council has 20 elected members and employs a small team consisting of a Town Clerk, 6 officers and a team of 4 rangers. Collectively they are responsible for local delivery of services such as regeneration activities, heritage development, events floral displays, community support and grants, street scene enhancements, consultation on planning matters and ownership of allotments.

#### **2 Introduction and Background to the Project / Programme**

##### **Background**

The Council has worked with partners over a number of years to support the town centre including provision of floral displays, Christmas lights and events. They have also developed, a Crewe brand identity through the services of Hemingway Design ( Annex 4) and with the input of a steering group and the community. They have been active members of the Town Centre Working Group with Cheshire East Council and other

stakeholders to resolve town centre issues. Over the last two years the group members have been focused on developing and delivery of Future High Streets and Towns Fund bids. As the town goes into a period of delivery of key infrastructure projects, it is an ideal time to look again at the operation of the Town Centre and to build an effective town centre partnership of businesses and stakeholders.

The traditional town centre business base has contracted over many years, with a number of national businesses re- locating to the nearby Grand Junction Retail Park. There is now a step- change with a range of exciting new developments: Cheshire East Council is working with Partners, Cordwell and Peverill Securities to deliver a new leisure and retail complex with bus station and multi- storey car park (Royal Arcade).

HS2 will see development of the HS2 station hub. Future High Streets and Towns Funding is bringing a diverse mix of proposed in- town projects such as a Youth Zone, Lyceum Powerhouse and Lyceum Square development as an outdoor venue in the cultural quarter of the town. Crewe Market Hall was re- developed in 2021 and is now under new management, providing a focal point for small businesses and food and beverage offerings.

The Market Shopping Centre has historically provided an anchor for retail in the town, and the Victoria Centre, is the base for some familiar high street names.

The night- time economy in the Town Centre is limited but growing with the Lyceum Theatre, Market Hall and number of new bars having opened in the last few years. Nantwich Road connects to the Railway Station and provides a range of independent businesses with an evening emphasis on fast food and restaurants. Hotels are chiefly located outside the town centre and outside the potential BID area.

The Town Council would like to support the future management and development of Crewe Town Centre by enabling the development of a Business Improvement District. They intend to do this via the employment of suitably qualified and experienced consultants, who would undertake the responsibility of delivering the BID through Ballot process and establishment of the BID organisation. The Council works closely with Cheshire East Council, the Principal authority. At the time of writing, there are currently no active BIDs in Cheshire East, although a project in Wilmslow is also under way.

The boundary of the BID was tested in three scenarios by a previous consultant.

A copy of the Feasibility Study is attached in *annex 3*

### **3.Specification:**

**3.1 Suitability.** The selected supplier must have appropriate governance, financial management and indemnity in place including:

Suitable and adequate public liability and professional indemnity insurance.

Health and Safety Policy including Risk Assessment and Method Statements (RAMS) for engagement activities.

Environmental sustainability statement for all services and supplies.

### 3.2 Credentials

Due to the specialised nature of this project, the selected supplier must have previous demonstrable knowledge and experience of developing Business Improvement Districts and evidence of successful BID ballots. They are expected to be connected to related BID and Town Centre support organisations. Consultants must demonstrate their proven track record of undertaking this type of work and taking it to a successful conclusion. As supporting evidence they will be required to provide references for 2 successful outcomes. They must also demonstrate their own sound governance, financial management and credibility, with clear business structure and policies in place.

### 3.3 Process

The supplier will be required to take the process through from assessment of the current feasibility report through all stages to Creation of a BID including:

#### **Viability**

- Establishment of BID steering Group.
- Extensive business consultation to formulate a definitive Business Improvement District in Crewe.
- Produce and maintain a database of hereditaments and contacts
- Manage meetings, recording discussions and circulating responses.
- Provide the relevant legal governance and documentation support.
- Test viability
- Notify and liaise with Cheshire East Council
- Secure decision to proceed or not to proceed.

***If decision is taken to proceed:***

#### **Development**

- On- going communication with Cheshire East Council to ensure that all statutory obligations are discharged and timelines are met.
- Develop Baseline agreements with relevant services.
- Draw up a fully costed 5-year business plan to meet the needs of the business community
- Manage the marketing campaign and marketing to the business community.
- Ensure that the BID group is ready to form the BID management organisation with governance in place.
- Take the plan to ballot in accordance with BID Regulations.

The supplier will be required to manage the process of BID development end – to end however there will be a monitoring point after viability phase at which the Town Council and Steering group will decide whether to proceed to completion of the process.

The Town Council will provide local knowledge, facilitate connections and play a role on the shadow BID as appropriate. It is also possible that some space may be made available for small meetings on a pre- booked basis.

### 3.4 Budget

The budget will not exceed £50,000

### 3.5 Timing

The Town Council would like to develop the process to ballot in the shortest realistic timescale of approximately 12- 18 months, in order to ensure that provision is in place ahead of new businesses coming to the town and to provide an environment which will help to support further growth and success. It is intended that the project would be completed at the latest by March 2024 or sooner.

### 3.6 Proposal requirements

Bidders are asked to complete a standard questionnaire and provide a proposal answering questions listed in *annex 2- Tender Response Document*.

***The proposal can be submitted as a presentation document.***

Please include the following information:

- Evidence and examples of previous BID development including an outline of the role played in the process.
- Identification of key team members, their experience and role within the project.
- Proposed detailed process and timeline including; viability and development, statutory periods to develop the BID to ballot, with documentation in place to create the BID body should the ballot prove successful.
- Explanation of project management processes.
- Outline of campaign and marketing approaches.
- Financial breakdown, to show all project costs to completion of the project.
- Identification of any areas of work or resource not included in the proposal, in particular where it is anticipated that further funds or time may be required from other sources.

## 4. Tender Conditions and Contractual Requirements

This section of the ITT sets out the Council's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("**Procurement Process**").

#### **4.1.1 Contracting requirements**

4.1.2 The contracting authority is Crewe Town Council.

4.1.2 The appointed supplier will provide services at the Council's offices: Crewe Town Council, 1 Chantry Court, Crewe, CW1 2DL or agreed locations in Crewe.

4.1.3 The Council's contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (Terms and Conditions of contract) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

4.1.4 The Contract awarded will be for two consecutive stages with a break point at viability stage, decision dependent upon statutory permissions, consultation and satisfactory performance against quality objectives.

4.1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the Council may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

4.1.6 The Town Council is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are received from a potential supplier as part of its tender response shall entitle the Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

#### **4.2 General Policy Requirements**

By submitting a tender response, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Council policies relevant to the goods and/or services being supplied.

#### **4.3. General tender conditions ("Tender Conditions")**

4.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

4.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Council carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the Council for such purposes.

4.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

4.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Council promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

4.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the Council may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the Council, be extended. Your tender response must comply with any amendment made by the Council in accordance with this paragraph or it may be rejected.

4.3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Council's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Council as part of this Procurement Process.

4.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the Council completed in all areas and in the format as detailed by the Council. Any documents requested by the Council must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

4.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the Council. Any modification should be clear and submitted as a complete new tender response in accordance with these Tender Conditions.

4.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the Council may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains hand-written amendments which have not been initialled by the authorised signatory;

- does not reflect and confirm full and unconditional compliance with all of the documents issued by the Council forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Council in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- is received after the Tender Response Deadline.

4.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Council to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the Council concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

the Council shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the Council shall have no liability to a disqualified potential supplier in these circumstances.

4.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will

not be entitled to claim from the Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

**4.3.12 Rights to cancel or vary this Procurement Process** - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the

remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Council reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the Council will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

**4.3.13 Consortium Members and sub-contractors** – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

**4.3.14 Liability** – Nothing in these Tender Conditions is intended to exclude or limit the liability of the Council in relation to fraud or in other circumstances where the Council’s liability may not be limited under any applicable law.

## **5. Confidentiality and Information Governance**

**5.1** All information supplied to you by the Council, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

**5.2** You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Council has given express written consent to the relevant communication.

**5.3** This ITT and its accompanying documents shall remain the property of the Council and must be returned on demand.

**5.4** The Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Council. The Council further reserves the right to publish the Contract once awarded



and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Council in accordance with such rights reserved by it under this paragraph.

5.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Council (together the **“Disclosure Obligations”**).

5.6 You should be aware of the Council’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Council under the Disclosure Obligations, unless the Council decides that one of the statutory exemptions under the FOIA or the EIR applies.

5.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

5.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the Council should not and will not be bound by any such markings.

5.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Council on the basis that it may be disclosed under the Disclosure Obligations if the Council considers that it is required to do so and/or may be used by the Council in accordance with the provisions provision of this ITT.

5.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Council’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the Council’s behalf in accordance with the relevant provisions of

any relevant data protection laws and to ensure all consents required under such laws are obtained.

## **6. Tender Validity**

6.1 Your tender response must remain open for acceptance by the Council for a period of ninety days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Council.

## **7. Payment and Invoicing**

7.1 The Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Council must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Council include:

- A description of the good/services supplied is included.
- The Council's reference number/Purchase Order number is included.
- It must be addressed to the Town Clerk at Crewe Town Council, 1 Chantry Court, Crewe, CW1 2DL

## **8. Mandatory Requirements / Constraints**

8.1 As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the Council's specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the Council to reject a tender response in full.

## **9. Key background documents and further information**

The following additional documentation / information is provided as part of this ITT:

### **Annex 1 - Terms and Conditions of Contract**

### **Annex 2 – Tender Response Document with;**

- **Anti Collusion and Anti Canvassing statements**
- **Standard Selection Questionnaire**
- **Specification Questions**

### **Annex 3 Information– 2021 Feasibility Study**

### **Annex 4 Information - Crewe Brand presentation**

## 10. Timescales

10.1 Subject to any changes notified to potential suppliers by the Council in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	01/07/2022
Deadline for clarification questions ( <b>Clarification Deadline</b> )	25/07/2022 5:00PM
Deadline for submission of ITT responses by potential suppliers ( <b>Tender Response Deadline</b> )	01/08/2022 12:00 midday
Decision Date and award notified	05/08/2022

## 11 Instructions for Responding

11.1 Tenders must be submitted in a plain, sealed envelope labelled: Tender – Crewe BID” Such envelopes should not bear any name or mark indicating the sender, and shall remain sealed until the time appointed for their opening.

**Tenders** must be posted sent to:

**Town Clerk**

**Crewe Town Council 1 Chantry Court Forge Street  
Crewe CW1 2DL**

Each submission must contain at least one hard copy of the tender but can also include an electronic copy on a memory stick or CD.

11.2 All required supporting documents must be submitted with the tender. All documents required as part of your tender response should be submitted by the Tender Response Deadline, as set out in the Timescales section of this ITT.

11.3 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Council.
- All supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Council requirement with your response to that requirement inserted underneath.

- Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a Council requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## **12.0 Clarification Requests**

12.1 All clarification requests should be submitted to:

[Regeneration@crewetowncouncil.gov.uk](mailto:Regeneration@crewetowncouncil.gov.uk)

by the Clarification Deadline, as set out in the Timescales section of this ITT. The Town Council is under no obligation to respond to clarification requests received after the Clarification Deadline.

12.2 Any clarification requests should clearly reference the appropriate section of the documentation and, to the extent possible, should be aggregated rather than sent individually.

12.3 The Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the Council considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Council responding to all potential suppliers.

12.4 The Council may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the Council by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

## **13 Evaluation**

13.1 You will have your tender response evaluated as set out below:

- **Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

- **Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the Council's requirements evaluated in accordance with the evaluation methodology set out below.
- **Stage 3 Award**

**13.2 Evaluation Criteria** – Responses from potential suppliers will be assessed to determine the best value tender using the following criteria.

Criteria	Weighting
Quality response to the service specification	70%
Price - Detailed schedule of costs to deliver the full process.	25%
Locality, environmental and social credentials	5%

13.3 During any of these stages, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Bidders, to assist it in its consideration of their submissions.

13.4 The Council may decide to interview Bidders or hold clarification meetings to assist its tendering process, and Bidders will be notified in due course.

### 13.5 Scoring Model

13.5.1 Tender responses will be subject to an initial review at the start of Stage 2 of the evaluation process. Any tender responses not meeting mandatory requirements or constraints (if any) will be rejected in full at this point and will not be assessed or scored further. Tender responses not so rejected will be scored by an evaluation panel appointed by the Council for all criteria using the following scoring model:

Score	Term	Explanation
<b>0</b>	Unacceptable	Failed to provide a response, or the response provided is wholly inconsistent with the Council's specified Contract requirements and standards with respect to this criterion
<b>1</b>	Poor	The response has material weaknesses, issues or omissions, lacking detail, clarity and/or evidence with regard to many elements of the criterion, and associated specified Contract requirements and standards.
<b>2</b>	Fair	The response has some weaknesses, issues or omissions, lacking detail, clarity and/or evidence with regard to at least one element of the criterion, and associated specified Contract requirements and standards with respect to this criterion.

<b>3</b>	Satisfactory	The response addresses all elements of the criterion, and associated specified Contract requirements and standards; but is not fully detailed or fully backed up with clear evidence in some areas; some issues, weaknesses, or omissions in some areas.
<b>4</b>	Very Good	The response covers all elements and almost all of the other elements of the criterion, and associated specified Contract requirements and standards; and with relevant and detailed information, backed up with clear evidence; with a few minor issues, weaknesses, or omissions.
<b>5</b>	Outstanding	The Response covers all elements of the sub-criterion, and associated specified Contract requirements and standards; and with a high level of relevant and detailed information, backed up with clear evidence; and demonstrates a robust and coherent understanding of the Council's requirements; and with no issues, weaknesses or omissions.

### **13.5.2 Response to Quality/Service questions**

The Response to the Quality/Service element will score 70% of the total percentage score available.

### **13.5.3 Price**

Bidders should submit a detailed Pricing/Cost Schedule in response to this tender.

The Price should include a sub-total for a break- point after stage 1 in the process (assessment of viability) and a final price at completion of stage 2 – Development.

The Price element will score 25% of the total percentage score available

Tenders will be marked against the following criteria:

- Within budget
- Schedule includes all costs for management and resources to support the process.
- Demonstrating understanding of the scale of the project
- Representative proportionality relating to Stage 1 and Stage 2 pricing elements

The indicative pricing of this contract is £10,000 to an upper limit of £50,000. Bids in excess of the specified upper limit may be discounted from the financial evaluation. However, the Council

will also consider the credibility of the price submitted for the services being procured and if the Council does not believe the pricing to be transparent, it may seek clarification from the Bidder to understand the basis of the price submitted. If the clarification does not satisfy the Council's concerns, the Council reserves the right to reject the proposal from further evaluation and the Tender will be discounted from the evaluation process.

#### **13.5.4 L.E.S**

##### **Response to locality, environmental and social credentials (L.E.S)**

The Response to the L.E.S element will score 5% of the total percentage score available.

The scores for all of the Response to L.E.S Specification questions will then be totalled and divided by the maximum possible score for this section and expressed as a percentage.

The calculation is Bidders total score / maximum possible total score x 100 x 5%.

#### **13.6 Moderation and application of weightings**

The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

#### **13.7 Award -The winning tender response**

The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology.

In the event of multiple submissions achieving equal highest percentages, the panel may consider consultation with business representatives to determine preference for a supplier, or to re-open the tender process.

### **14. Annexes**

#### **List of Annexes forming part of this ITT but issued as separate documents**

##### **Annex 1 - Terms and Conditions of Contract**

##### **Annex 2 – Tender Response Document with;**

- **Anti Collusion and Anti Canvassing statements**
- **Standard Selection Questionnaire**
- **Specification Questions**

##### **Annex 3 Information– 2021 Feasibility Study**

##### **Annex 4 Information - Crewe Brand presentation**