

**REQUEST FOR QUOTE (RFQ)**

**LEISURE SERVICES PROCUREMENT CONSULTANCY (LSPC)**

1. INTRODUCTION
   1. The Lee Valley Regional Park Authority (**Authority**) was established by an Act of Parliament in 1966. It has a statutory remit to develop, improve, preserve and manage for the purposes of recreation, sport, entertaining and the enjoyment of leisure in an area adjoining the river Lea. The 1966 Act requires the Authority to protect and enhance the environment and biodiversity, to create public open space for leisure and recreation and to deliver sports facilities of regional significance
   2. The Regional Park compromises four thousand hectares of which one thousand six hundred are in ownership of the Authority. The Regional Park stretches approximately twenty-six miles from Ware in Hertfordshire through north and east London to the River Thames just across from the Millennium Dome in Greenwich
   3. It includes a mosaic of open spaces and venues including extensive parklands, 14 leisure and sporting venues including two built as part of the 2012 Olympic Games and a range of water based activities within extensive water bodies including fisheries.
   4. The Park attracts over 6m visits per annum, of which just over 4m are to the parklands and open spaces and 2m per annum are to the Authority’s venues.
   5. Since 1 April 2015, 14 of the Authority’s leisure and sporting venues have been managed by the Lee Valley Leisure Trust Limited (trading as Vibrant Partnerships), under a contract which expires on 31 March 2020. Brief details of the 14 venues (**Facilities**) are provided in Annex 3.
   6. The Authority wishes to begin a procurement process for management of the Facilities either collectively (all 14), individually or in a combination (LOTS) and replace the current contract with a new management contract of 10 to 15 years duration to be operational from 1 April 2020 (**Procurement**).
   7. This RFQ is the first step in the Authority’s Procurement process and concerns the appointment of Consultants to assist the Authority in all stages of the Procurement. As this procurement is below OJEU threshold, it is being conducted under the Authority’s Financial Regulations by way of obtaining at least three competitive quotations.
   8. Potential bidders should note that the Authority created a large amount of documentation as part of its previous procurement exercise in 2015 and has an existing comprehensive contract which itself has a large amount of information about the Facilities and its management and the Authority’s requirements. A large part of this documentation is relevant for its present Procurement. Additionally, the Authority also has strong Officer capability with detailed knowledge of its Facilities and their operation. This commission therefore does not concern the running of the Procurement for the Authority but assisting the Authority with certain aspects of it as required and as detailed in this RFQ.
2. REQUEST FOR QUOTE: RFQ
   1. You are invited to submit a formal quotation for the Lee Valley Leisure Services Procurement Consultancy by completing Annex 2 and other documents as detailed within the Specification Brief set out in Section 10.
   2. Please submit your Tender submission as follows:

By 12pm on Monday 20 November 2017 by electronic submission to:

Shammy Batra

Solicitor

Lee Valley Regional Park Authority

Mail: [SBatra@leevalleypark.org.uk](mailto:SBatra@leevalleypark.org.uk)

* 1. Should you require any clarification of any aspects of this RFQ, please contact: Shammy Batra email: [SBatra@leevalleypark.org.uk](mailto:SBatra@leevalleypark.org.uk)
  2. The Authority shall endeavour to answer any queries or provide clarification within 2 days of receipt - these must be received no later than 12pm on 08 November 2017.
  3. PROCUREMENT TIMETABLE

The **indicative** timetable for this procurement is set out in the following timetable:

|  |  |
| --- | --- |
| **Procurement Stage** | **Dates** |
| Request for Quote (RFQ) issued | 08 November 2017 |
| Deadline for Clarifications and Queries | 12pm on 15 November 2017 |
| Deadline for submissions | 20 November 2017 |
| Analysis of Bids | 20-21 November 2017 |
| Award Notifications | 24 November 2017 |
| Submission of Pre-meeting work\* | 21 December 2017 |
| First meeting\* | 1. January 2018 |

\*Only for the successful bidder

* 1. The Anti-Collusion Declaration and Form of Undertaking (Appendix A) must be signed by a Director or the Secretary of the Tenderer, such person being duly authorised for that purpose. The Tenderer shall produce forthwith upon request by the Authority documentary evidence of any such authorisation.
  2. No RFQ submission will be considered unless it is delivered in accordance with 2.2 above.

**3 DELIVERABLES, CONTRACT DURATION & QUOTATION**

**SCOPE & deliverables**

* 1. The Authority’s initial, full Product and Task Breakdown and timeline for the Procurement is provided in Annex 1. This is provided for information only and to assist contextualisation of the LSPC. The Consultant is expected to assist the Authority as required on most aspects of this project as specified in Annex 2.
  2. Annex 2 contains the specific scope of this LSPC. It is based on and refers to the full Product and Task Breakdown in Annex 1. Annex 2 also serves as the quotation template.
  3. The specific scope of the LSPC comprises the provision of advice and guidance, attendance at meetings, review of documents, organising market consultation and assisting in the process of dialogue and selection of successful operators as detailed in Annex 2.
  4. Annex 2 also contains initial assessment of the details of any milestones, deliverables, and key dates.
  5. Following notification of award on 24 November 2017, the successful supplier is expected to engage in pre meeting work (see Annex 2) whose deadline for completion is 21 December 2017.
  6. The Authority will provide an update to the specific scope of work and milestones, (taking account of the pre-meeting work) prior to the first meeting with the successful supplier on 4 January 2018.

**CONTRACT DURATION**

* 1. This contract is expected to begin in November 2017 and end in November 2019.

**BUDGET**

* 1. The Authority is seeking a cost effective proposal for the delivery of the work described in Annex 2.
  2. The Authority has provided its estimate of the time required for each deliverable. Suppliers are asked to provide their estimate of the time required and cost for each deliverable by way of completing Annex 2.
  3. The Authority expects Suppliers to be flexible in their delivery and take over any spare time from earlier completion of a particular deliverable to any other deliverable which requires more time.
  4. Any addition to the scope will be by agreement and on substantially the form of the rates and work agreed pursuant to the completed Annex 2
  5. Price is an evaluation criterion for the contract award.

1. OFFER AND ACCEPTANCE
   1. Your quotation shall represent a clear unequivocal and irrevocable offer to contract under the Authority’s commercial terms and conditions.
   2. Your quotation will remain open for acceptance by the Authority 3 days from the quotation deadline as stated in 2.5 of this RFQ. The quotation cannot be unilaterally withdrawn or amended by you whilst still within this validity period.
2. CONTRACT AWARD
   1. The Authority will accept the most economically advantageous quotation; each quotation will be assessed on price (50%) and the quality of the bidder’s proposed solution (50%).
   2. **Assessment process:** 
      1. **Price**

The Price bids will be evaluated by awarding the lowest price Tender 100 points, and all other Tenders 100, less the percentage by which their Tender exceeds the lowest price. Price bids which exceed the lowest Price by 100% or more, will receive 0 points.

Then the following calculation will be used to arrive at the Price weighted score:-

Price Weight (50 %) x Price Points Total = Price Weighted Score

* + 1. **Quality**

A total of 100 points is available for the Quality criteria. The quality bid will be split between ‘depth of knowledge and experience of similar leisure procurement’ (30%) and ‘depth of knowledge and experience of key leisure operators (20%). Greater details of these two categories are provided in Annex 2. The Tenderer which achieves the highest Quality score will be awarded 100 points, and all other Tenders Quality scores will be awarded a points total using the following methodology:-

(Tenderers Quality Score / Highest Quality Score) x 100 = Quality Points Total

To arrive at the Quality weighted score, the Quality weight will be multiplied by the Tenderers Quality point’s total:-

Quality Weight (50 %) x Quality Points Total = Quality Weighted Score

The Authority does not bind itself to accept the lowest or any quotation, and reserves the right to accept the quotation of any supplier for whole or part of the LSPC quoted for without accepting the whole of the quotation submitted.

* 1. Full details including 200 word CVs of each team member should be included. This should identify any relevant professional qualifications and experience relevant to this commission.

1. SUBMISSION OF RESPONSES
   1. The following instructions are relevant to this RFQ:-
      1. The Authority accepts no liability for the preparation or delivery of your submission. You must bear all the costs associated with the preparation and submission of the quotation.
      2. Prices shall be stated in pounds sterling unless otherwise stated.
   2. If requested you must provide documentary evidence establishing your eligibility to quote and your qualifications to fulfil the contract if your quotation is accepted.
   3. The fact that a Supplier has been invited to submit a formal quotation does not necessarily mean that it completely satisfies all of the Authority’s requirements. The Authority may require further information as appropriate.
   4. The information contained in this document must be treated with the strictest confidence, at all times. No information may be disclosed to any third party, other than relevant subcontractors, without the prior written permission of the Authority.
2. FORM OF CONTRACT
   1. The contract between the Authority and any successful Supplier in respect of this RFQ will be in the form of a draft contract (to follow).
   2. For the avoidance of doubt, your own terms and conditions will not be applicable to any such contract.
   3. The successful Tenderer will be required to execute a formal Contract; until such execution, the successful Tender together with the Authority's written acceptance and the other Tender documents shall form the basis of the arrangements between the Authority and the successful Tenderer.
   4. Where there is discrepancy or difference between the Tenderers proposal and the (other) Tender documents, particularly the draft Contract, the latter shall prevail.
3. FREEDOM OF INFORMATION & ENVIRONMENTAL INFORMATION REGULATIONS
   1. The Supplier shall upon request by the Authority (and within such period as the Authority may specify) provide the Authority with all assistance and information under its control to enable the Authority to respond to a request for information in line with the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations (EIR) 2004 and within the time for compliance prescribed by the FOIA 2000, and the EIR 2004.
4. DATA PROTECTION
   1. In providing the service to the Authority the Supplier must:-
      1. at all times comply with the Data Protection Act 1998 as amended and any other statutory instruments, rules, regulations or codes of practice made thereunder.
5. COMMERCIAL & TECHNICAL REQUIREMENTS
   1. Your written quotation should be priced in relation to the detail provided within Section 10 of this RFQ, Annex 1 and Annex 2 and this should include:-
      1. Bidder’s Response to the Requirements
6. A fixed price (all-inclusive) quote including all costs and expenses (excluding VAT) against each deliverable in Annex 2 (Quotation Document 1) and response to each Quality component in Annex 2 (Quotation Document 2).
7. Details of financial information and general and Employers and Public and Products Liability, plus Professional Indemnity insurance arrangements for your company, as requested in section 11 and Appendix A; these details will be checked by the Authority’s Finance Team;
8. An undertaking that there has been no collusion between yourselves and any third person with regards to your and/or any other organisation providing a quotation. The Authority will be entitled to cancel the contract and recover from you any loss resulting from the cancellation, if you, or anyone on your behalf, has committed any offence under the Bribery Act 2010, or under Section 117(2) and (3) of the Local Government Act, 1972. Please complete the Anti-Collusion Declaration and Form of Undertaking in Appendix A.
9. CVs of all consultants who will be working on this project
   1. **Payment Requirements**

The Authority’s payment terms are monthly 30 days in arrears.

* 1. **Company Documentation**

In addition, please include within your quotation the summary details in the following areas for your organisation:-

* 1. Data Protection;
  2. Statement on Equalities practice;
  3. **Legal Positions**

Tenderers are required to provide proof by a declaration on oath or any acceptable alternative that they have not been convicted of any criminal offence by a court of law in a matter that is finally settled concerning their professional conduct. Please refer to Appendix A – Form of Undertaking.

* 1. **Timescales**

The work must be completed to the entire satisfaction of the Authority by any relevant dates in Annex 2 and no later than November 2019.

* 1. **Key Officers**

The Authority requires the successful supplier to direct all necessary liaisons to its Director of Corporate Services, Ms Beryl Foster, to ensure satisfactory implementation of the contract. No changes should be made to the agreed specification without her prior approval. Anything that has a budgetary implication should be agreed by the Director of Corporate Services in advance and the Authority reserves the right to withhold payment for any items not granted approval.

* 1. Details of your project team including its structure along with full curricula vitae (CV) for team members and the time each will allocate to the project.

1. APPLICANT FINANCIAL & Insurance INFORMATION
   1. **Financial Information: Please complete Appendix A**
   2. Any contract with a successful bidder will be subject to sight of insurance cover documentation. Statement (Self-certification) to the effect that such cover exists is sufficient for the tender submission purposes;
   3. The Authority specifies £10m PI insurance. If you do not have this but have a minimum of £5m, please let us know and a statement to the effect that you are willing to extend this cover to £10m if required at the Authority’s cost.
   4. **Insurances Information: Please complete Appendix A**

APPENDIx A

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Please provide details of your organisation’s financial figures for the three previous financial years (or for the period of your organisation’s existence if shorter):** | | | | | |
| **FINANCIAL PERIOD(S):** | | | **[F/Y 2014-15]** | **[F/Y 2015-16]** | **[F/Y 2016-17]** |
| **Q1** | **Applicant’s Turnover** | **£** |  |  |  |
| **Q2** | **Applicant’s Profit after Tax** | **£** |  |  |  |
| **Q3** | **Applicant’s Current Assets** | **£** |  |  |  |
| **Q4** | **Applicant’s Current Liabilities** | **£** |  |  |  |
| **Q5** | **Applicant’s Fixed Assets** | **£** |  |  |  |
| **Q6** | **If requested would you be able to provide a banker’s reference?** | | | | |
| **Yes       No** | | | | |

|  |  |
| --- | --- |
| **INSURANCE**  Please provide your insurance details and indicate the level of cover you have currently in force, including details of the issuing company, policy number, cover provided and renewal date(s).  **NB:** If your organisation is successful, the mandatory insurance levels stated below will be required | |
| **Can you confirm that your company will have the following levels of insurance cover in place should you be successful in Tendering for this requirement?**  (You are required, as a minimum, to provide supporting evidence from your insurance company which confirms that these levels can be obtained by your organisation) | |
| **Public / Product Liability: £10,000,000**  **Public Indemnity: £1,000,000**  **Employers Liability: £5,000,000** | **Yes       No** |
| **Are there any outstanding claims against you (other than routine employment cases)?** | |
| **Yes       No**  **Please list as appropriate:** | |

APPENDIx A

ANTI-COLLUSION DECLARATION

**CONTRACT REFERENCE:** LEISURE PROCUREMENT CONSULTANCY

1. I/We undertake that the amount of this Tender has not been calculated by agreement or arrangement with any third person and has not been communicated to any third person and will not be communicated to any person until after the closing date and time for submission of Tenders.
2. I/We certify that this is a bona fide Tender and that we have not:-
3. entered into any agreement with any other person with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which any Tender is made;
4. informed any other person other than the person calling for these Tenders of the amount or appropriate amount of the Tender, except where the disclosure, in confidence, of the amount or the Tender was necessary for insurance quotation or parental guarantee purposes required for the preparation of the Tender;
5. caused or induced any person to enter into such an agreement as is mentioned in paragraph (a) above or to inform me/us of the amount or appropriate amount of any rival Tender for the Contract.
6. I/We also undertake that we will not do any of the acts mentioned in paragraphs (a), (b) and (c) above before the notification to us of the result of the Tender.
7. If the Contractor is in breach of this anti-collusion clause the Authority will terminate the contract forthwith and without notice and will be entitled to recover on demand all its losses arising from such termination including all costs incurred in re-Tendering the contract.
8. In this certificate "person" includes any person or anybody of persons corporate or unincorporated and "agreement" includes any arrangements whether formal or informal and whether legally binding or not.

Signed ...................................…….......................... Name ............................……….........................

(In BLOCK CAPITALS)

in the capacity of ............................................…....................……………...............................................

duly authorised to give such declaration for and on behalf of

.......................................…………........................................…..................

|............................................................................…………............................……...................................|

Tel:

Email:

Postal Address:

APPENDIx A

FORM OF UNDERTAKING

**TO:** Lee Valley Regional Park Authority of Myddelton House, Bulls Cross, Enfield, Middlesex, EN2 9HG.

**DATE:**

**CONTRACT REFERENCE:** LEISURE PROCUREMENT CONSULTANCY

I ……………………………..of ……………………………(Company name and address) holding the post of………….

Undertake that ……………………….(Company Name) nor any of its employees, owners, directors and or members have been convicted of any criminal offence by a court of law (in a matter that is finally settled) concerning their professional conduct.

Signed:

Name:

Tel:

Email:

Postal Address:

**NB:** A Director or other Authorised Senior Representative of your organisation must sign this Form of Undertaking.

End of quotation document