



Invitation to Tender

Opening and Closing of Public Toilets in Cinderford, Coleford and Mitcheldean

Schedules

- 1 Statement of Requirement and Instructions to Tenderers
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- 6 Cost Schedule

Schedule 1 – Part A - Statement of Requirements

1. Background

Ubico Ltd is a wholly owned local authority company which delivers operational services across Gloucestershire and West Oxfordshire for 6 different local authorities. As part of the Forest of Dean service contract we are responsible for the unlocking and locking of various local public toilets.

We are seeking the services of a security company to open and close public toilets in three locations, each with differing specifications for days of opening/closing.

Please give evidence of any accreditation or certification your Company holds in relation to security services, health and safety and personnel management and customer services.

The supplier would need to demonstrate due regard for Health and Safety and evidence that their operatives have undergone the required training in line with relevant risk assessments and safe systems of work for the required services.

2. Specific Requirements

To be key holders for public toilets and to lock and unlock public toilets at the following locations at the times/days specified.

PUBLIC TOILET - ADDRESS			OPENING TIMES	LOCK / UNLOCK DAYS
Cinderford	Heywood Road car park	GL14 2PL	8am - 6pm summer / 8am - 5pm winter	Lock and unlock Monday to Sunday and Bank holidays
Coleford	Railway Drive car park	GL16 8RH	8am - 6pm summer / 8am - 5pm winter	Lock and unlock Saturday, Sunday and Bank Holidays
Mitcheldean	High Street car park	GL17 0BP	8am - 6pm summer / 8am - 5pm winter	Lock only Monday to Friday. Unlock and lock on Saturdays. No service on Sundays. Unlock and lock on Bank Holidays

Additionally to lock/unlock as appropriate all of these locations every day that they are scheduled to be open over the Christmas and New Year Period- exact schedule to be provided each year closer to the time.

During British Summer Time toilets to be opened at 8am and closed at 6pm

During Winter Time toilets opened at 8am and closed at 5pm

All toilets must be opened/ closed within an hour of the specified opening / closing time e.g. for opening, not before 7am and not after 9am.

On arrival at each site, if there are any issues with the opening or closing of the toilets Ubico must be informed as soon as possible (contact numbers will be provided).

Please outline your business continuity plans to ensure that the service continues in the event of your staff being on holiday / off sick.

3. Location Map

http://www.fdean.gov.uk/nqcontent.cfm?a_id=6982&tt=graphic

4. Costs

Please give an all-inclusive cost per visit for toilet locking / unlocking at each site for weekday visits, weekend visits and bank holiday visits.

For the purposes of evaluation we will use the following calculations to determine the full year costs:

	VISITS PER YEAR			
	Weekday	Weekend	BH	TOTAL
Cinderford, Heywood Road car park, GL14 2PL	10 x 52 = 520	4 x 52 = 208	2 x 8 = 16	744 Visits
Coleford, Railway Drive car park, GL16 8RH	0	4 x 52 = 208	2 x 8 = 16	224 Visits
Mitcheldean, High Street car park, GL17 0BP	5 x 52 = 260	2 x 52 = 104	2 x 8 = 16	380 Visits

In the event of absence of our own staff we may approach you to lock/unlock at these locations on days other than the contracted days. We will strive to give adequate notice of this however as it is only likely to happen in the event of unforeseen absence notice may be last minute and we appreciated you may not be able to fulfil our wishes.

In the case of Ubico closing the toilets for any reason, notice will be given to the contractor as soon as possible that the locking / unlocking service will not be required and for what timescale. You will not be paid in these circumstances.

5. Contract period

The period of contract for the required services will be 2 years plus a 1 year extension (subject to satisfactory performance of the services).

Schedule 1 – Part B - Instructions to Tenderers

Ubico requires a tender to be submitted in response to the Statement of Requirement / Specification detailed at Schedule 1 Statement of Requirement.

The contents of this tender and any of the other documentation sent to you in respect of this process are provided on the basis that they remain the property of Ubico.

No Consultant will undertake any publicity activities with any part of the media in relation to Ubico or this tender without the prior written agreement of Ubico, including agreement on the format and content of any publicity.

This tender is made available in good faith. No warranty is given as to the accuracy or completeness of the information in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by Ubico and its advisors.

You are deemed to understand fully the processes that Ubico are required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

5.1 Contract Terms and Conditions

Please refer to Schedule 2_ Draft Services Agreement.

5.2 Period of Validity

Tenderers are required to keep tenders valid for acceptance for a period of 90 days from the date of receipt of the tenders.

5.3 Clarification of Meaning of Contract

If you wish to raise further points of clarification then these matters should be submitted via email to **procurement@gosharedservices.org.uk** no later than **17:00 hours 22/07/2016** to enable any technical questions to be answered and circulated to all tenderers. All emails to be headed “**Opening and Closing of Public Toilets in Cinderford, Coleford and Mitcheldean**”.

We will endeavour to acknowledge your requests for clarification by return email within 24 hours of receipt. If you do not receive an emailed acknowledgement within this time during the tender period would you please telephone (01285) 623324 to confirm receipt.

5.4 Conditions of Tender

You must comply with the following conditions; they are designed to ensure that all tenders are treated equally and fairly and to comply with all the legal requirements for public sector procurement.

5.5 Collusion, Fraud and Corruption.

All tenderers are required to complete a Certificate of Non-Collusion and Non-Canvassing (see Schedule 3).

5.6 Basis of Costs

All fixed costs quoted must be in £ sterling, exclusive of VAT at the prevailing rate or Insurance Premium Tax; but must include all costs including delivery and expenses (travel and subsistence).

Each cost that you propose will be expected to be “commercially viable” i.e. sustainable over the long term and therefore form the basis of contracted costing, where applicable.

The tenderer shall bear all the costs, expenses and liabilities incurred in connection with the preparation and submission of their tender.

5.7 Completion of Documents

Ubico reserves the right to amend the tender documents in any respect, at any time prior to the closing date and time for the receipt of tenders.

To assist preparation, an electronic copy of the tender documents has been made available to you. Please make sure you complete and return all the documents provided as these will be used to ensure accuracy, equality and fairness of the evaluation process.

Tenderers must quote their services, prices and rates and other costs in Schedule 6_Commercial / Price Schedule.

All documents must be completed in English.

Where the tender documentation permits submissions for parts only rather than the whole of the contract, where appropriate enter “no offer”.

A clear and easily understood tender increases the chances of success. As a general rule the order in which the information is presented should follow the pattern of the tender document itself.

Tenders which are incorrectly completed will **not** be considered for acceptance. Tenders must be submitted using the documents provided.

Correction fluid must not be used on tender documents, any alterations must be in ink and initialled by the tenderer.

Tenders must not be qualified, conditional or accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.

Should you wish to make any alternative offers, if applicable, the alternative tender **must be in addition to** the tender you submit in accordance with these documents. Alternative tenders, if submitted, must be shown separately and not on the form of tender, and must be sufficiently detailed to allow proper consideration.

5.8 Signing of documents

All documents requiring a signature must be signed:

- where the tenderer is a Company, by two directors or by a director and the secretary of the Company, such persons being duly authorised for the purpose
- where the tenderer is a partnership, by a duly authorised director of each company within the partnership and indicate the lead partner for the bid.

The tenderer shall also produce forthwith upon request by Ubico documentary evidence of any authorisation referred to above.

5.9 Acceptance of Tenders

Ubico reserves the right not to accept any tender, in whole or in part and reserves the right to cancel this process at any time.

Ubico reserves the right to disqualify any tender if:

- it is not in accordance with the consultant brief / statement of requirement and contract;
- the tenderer makes any variation to the consultant brief / statement of requirement or other documentation comprising part of the contract;
- it contains any gaps or omissions.

5.10 Financial standing

Ubico will need to fully satisfy itself that the tenderer is of sound financial standing and has sufficient working capital, skilled staff, equipment and other resources available to them to provide the service.

Financial checks may be undertaken as part of this process.

5.11 Returning of Tender Documents

To assist tenderers in preparation, an electronic copy of the documents have been made available to you. Please make sure you complete and return all the documents provided as these will be used to ensure accuracy, equality and fairness of the evaluation process.

When you have answered all the questions, provided all the required information, supporting documentation please submit two hard copies by the closing date and time indicated below.

You are advised to ensure that you make a complete copy, to be kept for your own reference.

Tender Documents to be returned -

Schedule 3	Signed Certificate of non-collusion and non-canvassing
Schedule 4	Signed Form of Tender
Schedule 5	Tender Questionnaire
Schedule 6	Price / Commercial Schedule

Please return **2** hard copies of your tender bid by special delivery, recorded delivery or courier.

Your package for the hard copies must be marked as follows:

‘Tender – Strictly Confidential – “Opening and Closing of Public Toilets in Cinderford, Coleford and Mitcheldean”

The hard copies of your tender bid must be delivered in the manner described above to:-

**Beth Boughton - Senior Operations Manager Ubico Ltd, Central Depot,
Swindon Road, Cheltenham, GL51 9JZ**

Time / Date for tender return (2 hard copies): **by 17:00 hours Friday 29 July 2016.**

The closing date for the return of tenders is given above. Any tenders received after this time will **not** be considered for acceptance unless an extension of time has been granted in writing by Ubico. Such late tenders will be returned to the tenderer. Tenders received ahead of the closing date will remain unopened and held in safe custody by Procurement until designated tender opening time and date.

5.12 Evaluation of Tenders

The tender process will be conducted to ensure that all tenders are treated equally and fairly and in accordance with all statutory requirements such as European Union Public Procurement Directives and Public Contracts Regulations.

Information supplied in your tender response is confidential to Ubico and their advisors.

Information contained within the completed tender will, along with any subsequently provided information, be contractual information and will form part of the contract. Any errors within these documents may therefore be regarded as a breach of contract. Utmost care should be taken to ensure the accuracy of all information submitted.

Our evaluation of tenders will be based upon the information provided in your tender. Failing to provide all the information requested will put your tender at a disadvantage.

Tenders will be evaluated and award of contract, if any, will be made on the basis of the “most economically advantageous tender”, taking into account quality and cost, as stated below.

The evaluation of submissions will be based upon two stages:

- Selection criteria; and
- Award criteria

The submissions that pass the selection criteria Schedule 5 – Tender Questionnaire will then be evaluated against the award criteria below. Those deemed not to meet / pass the selection criteria requirements will not be considered further.

5.13 Award and weighting criteria

The award and weighting criteria are as follows
(Cost 40% / Quality 60%):

Cost	Schedule 6 – Cost Please return a completed Schedule 6 – Cost. This section will be scored and assessed on the basis of the most economically advantageous tender taking into account the total fixed price offered by the bidders.	Weighting 80%
Quality	Schedule 5 – Tender Questionnaire Based on responses to Section 6 relating to skills, knowledge and previous experience relevant to Part B Consultants Brief / Statement of Requirement Skills Knowledge Experience	Weighting 5% 5% 5%
Quality	Schedule 5 – Tender Questionnaire Method Statement Section 13	Weighting 5%

5.14 Cost scoring system

Each tender submission will be awarded a weighting based on its relationship with the lowest tender cost on the basis of the submitted total cost per annum. The tender with the lowest total cost will be awarded the full 80% weighting available. Each of the remaining tender submissions will be awarded a weighting on a pro-rata basis according to the following calculation:

Lowest tender cost / Potential contractor cost x 80% of weighting to be allocated.

For example:

Potential contractor	Total price (£)	Pro rata weighting (based on 80% being allocated to the cost criteria)
A	£10,000	80%
B	£12,000	66.66%
C	£14,500	55.17%

5.15 Quality Scoring Matrix

Each of the responses to the scored Section 6 and 13 detailed in Schedule 5 - Tender Questionnaire will be scored in accordance with the following to produce a total weighted score out of 20%:

SCORE	DESCRIPTION
5	Exceeds expectations Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon without reservation. Offers added value and innovation relevant to the statement of requirement / specification
4	Meets expectations Gives confidence that all key aspects of requirements will be achieved.
3	Satisfactory Generally meets requirements, gives minor reservations about meeting some of the requirements
2	Unsatisfactory Below expectations and does not fully address the requirements and gives rise to concerns about potential reliability
1	Poor Well below expectations, response is limited or inadequate or substantially irrelevant to the requirements
0	Unacceptable Nil response, or is incomplete or irrelevant to the requirements that it is not possible to form a judgement

5.16 Abnormally Low Tenders

Where the pricing of a Tender is abnormally low, Ubico reserves the right to reject the tender in accordance with the requirements for further investigation under The Public Contract Regulations 2015.

5.17 Short-listing of tenders

Tenderers should note that Ubico reserve the right to hold interviews / presentations or visit premises or reference sites as part of the process to identify and appoint a Consultant.

The purpose of the interview / presentation, or premises or reference site visits will be to explore the validity of the initial evaluation and to confirm Ubico's understanding of the Tenderers' proposals, and where appropriate to probe issues into greater depth.

No new criteria or weightings will be introduced. Moreover, no separate marks are 'reserved' for award at this stage. Instead, Ubico will use the interview / presentation responses or premises or reference site visits as a basis on which to 'moderate' up or down, the scores originally awarded when the tenders were evaluated.

The number of Tenderers short-listed will solely depend upon the initial evaluation of Tenderers' bids, consequently Ubico cannot commit to any numbers at this stage.

Any costs that you incur as a result of this will be deemed to be included in your tender and will be the responsibility of the contractor.

Any costs that the bidder incurs as a result of this will be deemed to be the responsibility of the bidder.

5.18 Contract Award

The proposed date for contract award is August 2016 with project implementation completed by **1 October 2016**. Contract start date is to be agreed with the winning tenderer and upon receipt of a signed written contract.

Any resulting contract will consist of the contents of the Tender Pack, the Agreed Terms and Conditions and the successful tender submission. The contract will be subject to English law and the exclusive jurisdiction of the English Courts.

Once the successful Contractor(s) is/are chosen, Ubico will notify them and all unsuccessful contractors of the outcome in writing by email and provide a short debrief to the unsuccessful tenderers including details of the successful tenderer and what their score was in comparison to your score.

5.19 Contract Start

If you are the successful Tenderer, you will be sent the contract documentation to sign **before** you start fulfilling your obligations under the contract subject to meeting and pre-conditions or checks prior to entering into the contract.

You will also need to complete any performance bonds or other documentation required as a result of this contract.

You should be ready to start on the day indicated in the contract award document (to be confirmed) and to ensure that all relevant resources are available for that start date.

5.20 Post-Contract Monitoring

The successful tenderer will be expected to collaborate with Ubico over the contract period to achieve continuous improvement in the quality and delivery of the Contract in accordance with Ubico obligations under Part 1 of The Local Government Act 1999. Tenderers are considered to have confirmed their willingness to participate in this activity in their tender.

5.21 Freedom of Information Act

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

The contractor acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ('the Act') the text of the Contract and any Schedules to this Contract is not confidential information. Ubico shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the

5.22 Local Government Transparency – publication of tender documents and contracts

The Government has set out the need for greater transparency across the public sector organisations to enable the public sector to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish all expenditure exceeding £500 and the resulting contracts. Tenderers applying for this Contract should be aware that if their tender is successful information about the resulting contract may be published and the documents made available to those requesting them.