

Draft 7 May 2021



Dated _____ **2021**

**West Northamptonshire Council ("the Authority")
Invitation to Submit Initial Tenders ("ISIT")**

**Northampton Vulcan Works Creative Hub - Operator
Project**

NOTICE TO CANDIDATES: This is a copy of the proposed document that will be issued to candidates successful in being shortlisted to be invited to the tender stage of the Competitive Procedure with Negotiation.

This document is provided for the purposes of Regulation 53 of the Public Contracts Regulations 2015 (as amended) and is for information only. The information is indicative of the approach the Authority intends to take but the authority reserves the right to vary the content and requirements of the **Invitation to Submit Initial Tenders** used for the first stage of the Competitive Procedure with Negotiation.

The final version of the **Invitation to Submit Initial Tenders** will be confirmed and issued to candidates that have been successfully shortlisted.

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IMPORTANT NOTICES

This **Invitation to Submit Initial Tenders ("ISIT")** has been prepared by West Northamptonshire Council of Guildhall, St. Giles Square, Northampton, NN1 1DE ("the Authority") and is for use by those invited to bid for the Northampton Vulcan Works Creative Hub (VWCH) Operator project, their professional advisers, and other parties essential to preparing the bid for the project and for no other purpose.

You are deemed to fully understand the process that the Authority is required to follow under relevant European and UK legislation, particularly in relation to the public procurement rules.

Bidders' attention is drawn to the further notices set out in **Appendix 1 (Important Notices)** which form part of the conditions of participation in this procurement process.

1 INTRODUCTION

General

- 1.1 Thank you for submitting the Selection Questionnaire (SQ) in response to the call for competition advertisement placed in the Find A Tender Service with reference number [DETAILS].
- 1.2 [Four] Bidders, including your organisation/consortium, have been invited to participate in the Competitive Procedure with Negotiation (in accordance with Regulation 29 of the Public Contracts Regulations 2015) ("CPN") with the Authority. This Invitation to Submit Initial Tenders ("ISIT") provides further details of the proposal and process.
- 1.3 It should be noted that the return deadline for Bidders' final responses to the ISIT (being the Initial Tenders) is 12 Noon on 19 July 2021 for the assessment to shortlist the final **two** Bidders to be invited to the next stage of the CPN process or for the award of the contract at Initial Tender stage.
- 1.4 The [four] Bidders invited to commence the CPN are:
- [BIDDER NAME]
 - [BIDDER NAME]
 - [BIDDER NAME]
 - [BIDDER NAME]

Procurement Documents

- 2.1 The Authority is utilising an electronic tendering tool to manage this procurement process. All documents and communications issued by the NCC Procurement Team will be sent via web based software provided by PROACTIS called ProContract. Tenders and communications submitted by potential providers via any other means will be rejected.
- 2.2 ProContract is located at <https://procontract@due-north.com/Login>
- 2.3 Potential providers who experience technical difficulties when using ProContract should contact the support desk Monday to Friday, 9:00 to 17:30:

Tel: 0330 005 0352

Email: ProContractSuppliers@proactis.com

Alternatively, the electronic ticket logging system can be found [here](#).

Competitive Procedure with Negotiation

- 1.5 This ISIT has been developed to set out the key steps in this procurement to achieve the selection of a provider to deliver the Northampton Vulcan Works Creative Hub (VWCH) Operator project as described in the FTS Notice [FTS REFERENCE NUMBER] (the "Project").
- 1.6 The Authority will procure the Project using the CPN, which provides the opportunity for a structured approach to procurement.
- 1.7 The purpose of this ISIT document is to provide the framework for the competition process and to provide further information about the scheme.
- 1.8 The ISIT aims to:

- 1.8.1 provide information to Bidders on the Project and the opportunities available;
 - 1.8.2 set out clearly the Authority's requirements;
 - 1.8.3 provide information on the Authority's approach to the CPN procurement process;
 - 1.8.4 set out the deliverables required from Bidders at the first stage of the procurement for their Initial Tender responses; and
 - 1.8.5 set out the evaluation criteria that the Authority will use to assess Bidders' Initial Tender responses.
- 1.9 Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 3** below.
- 1.10 The CPN will take place in successive stages in order to reduce the number of tenders to be negotiated in applying award criteria set out in this ISIT. The initial reduction of Bidders will be on the basis of an evaluation of the Initial Tenders submitted.
- 1.11 The first stage of the CPN is an invitation to Bidders to submit an Initial Tender in the form as detailed in this document. The questions that Bidders are required to answer in response to the ISIT stage in the submission of Initial Tenders are set out in **Appendix 2 (Quality Questions)** and **Appendix 4 (Financial Submissions)** to this document. There will be no negotiations with the Council permitted during CPN Stage 1.
- 1.12 **The CPN procedure permits the Authority to award the contract on the basis of an evaluation of the Initial Tenders and the Authority reserves the right to do so at its absolute discretion.**
- 1.13 If the Authority decides not to award the contract on the basis of the Initial Tenders then the Authority intends to invite the Bidders with the two highest scoring compliant Initial Tenders to participate in the subsequent CPN Stage 2 to commence negotiations with the Authority. At this point, the Authority will issue an Invitation to Negotiate ("ITN") that sets out clearly the defined set of Final Tender bid deliverables and well as the defining the areas for negotiations with the Authority.
- 1.14 During the negotiation phase in the CPN Stage 2, the Authority will engage and negotiate with the final two Bidders on the basis of their Initial Tenders with the intention to improve and refine the offerings prior to the submission of the Final Tenders.
- 1.15 At the end of the negotiation phase, the Authority will declare the conclusion of negotiations and issue an ISFT to Bidders to confirm the award criteria applying to the evaluation of Final Tenders and Final Tender submission requirements.
- 1.16 Final tenders should be based on the Initial Tenders presented and reflect the negotiated position reached with the Authority at the conclusion of the negotiation stage of the CPN.
- 1.17 Final tenders are should be final and complete in meeting the Authority's requirements as no further negotiations are permitted following the submission of Final Tenders.
- 1.18 However, the Authority may request Bidders to clarify aspects of their tenders where the Authority considers it appropriate to do so.
- 1.19 Following the submission of Final Tenders, the Authority expects to undertake an evaluation and selection process to identify the most economically advantageous tender to be put forward for consideration to be awarded the contract.
- 1.20 The evaluation criteria against which Bid responses will be assessed and the evaluation methodology applied is provided in **Section 4** below.

1.21 The Authority reserves the right to vary the selection procedure to support continued competition, avoid unnecessary bidding costs and adhere to subsequent technical or legal guidance.

2 SUBJECT MATTER OF THE PROCUREMENT AND CHARACTERISTICS

2.1 The Authority wishes to invite tenders for the supply of services for the day-to-day operation and management of the Vulcan Works Creative Hub (VWCH).

2.2 The VWCH is a conversion of an existing Victorian warehouse (the Vulcan Works) with a new-build extension and new-build annex totalling circa 5,500 sq. m gross external area of SME offices and ancillary workspace for new and growing businesses within the creative industries sector. The £12.5m cost of the new facility is being met by the Authority, the South East Midlands LEP, and the European Regional Development Fund (ERDF).

2.3 This procurement process is being run in accordance with the Public Contracts Regulations 2015 (as amended).

2.4 The Authority proposes to enter into an Agreement for an initial period of 3 years with an option to extend for a further 2 years; 5 years in total.

3 TIMETABLE AND PROCESS

Project Timetable

3.1 The table below sets out the key dates in the procurement process.

Date	Stage
Wednesday 12 th May 2021	Dispatch of the FTS Contract Notice by the Authority. SQ and draft Procurement Documents made available over the internet.
12 Noon Monday 14 June 2021	Deadline for SQ to be returned by applicants to the Authority.
By 21 June 2021	Review and evaluation by the Authority of the SQs.
CPN Stage 1	
22 June 2021	Issue of Invitation to Submit Initial Tenders ("ISIT") by the Authority to up to 4 shortlisted SQ Applicants. Debriefing of unsuccessful SQ applicants.
28 June 2021	Deadline for request for site visit
2 July 2021	Bidder clarification deadline
9 July 2021	Authority clarification response deadline
12 Noon on 19 July 2021	Deadline for return of Initial Tenders.
20 - 26 July 2021	Evaluation of Initial Tenders and then: <ul style="list-style-type: none"> Award Decision of the Authority on the basis of the Initial Tenders (and debriefing all unsuccessful and commencement of the 10-day standstill <u>OR</u> No Award Decision reached and selection of Bidders to participate in the negotiation stage CPN (and debriefing bidders unsuccessful shortlisted to continue to the next stage)
CPN Stage 2	

27 July 2021	Issue of Invitation to Negotiate ("ITN") to the 2 shortlisted Bidders.
2 weeks	Period of negotiation meetings with remaining 2 Bidders.
30 July 2021	Bidder clarification deadline
3 August 2021	Authority clarification response deadline
10 August 2021	End of Negotiation Stage and issue of Invitation to Submit Final Tenders ("ISFT")
17 August 2021	Deadline for the Submission of Final Tenders
24 August 2021	Evaluation of Final Tenders and recommendation for the most economically advantageous tender.
27 August 2021	Completion of Authority approval and award decision processes.
30 August 2021	Notification by the Authority of the award decision, debriefing unsuccessful bidders and commencement of the 10-day standstill period.
10 September 2021	Expiry of standstill period.
10 September 2021 onwards	Appointment of the successful Bidder, award of the contract and notification of contract conclusion to participants.

At this stage, the timetable is subject to confirmation and the Authority reserves the right to amend it **as the project progresses.**

General Information about CPN Stage 2

- 3.2 If the Authority does not award at Initial Tender stage, the detailed requirements relating to the CPN Stage 2 will be set out in the ITN and provided to the final two Bidders that are successful in being shortlisted to participate in this stage of the competition.
- 3.3 The ITN will also set out the proposed tender requirements and evaluation criteria and methodology that will apply to the Final Tenders. These requirements will be confirmed in the ISFT.
- 3.4 This ITN stage will involve a series of online meetings with the Council to negotiate from the basis of the Initial Tenders. Topics for negotiation will include business support and management in addition to other topics to be confirmed closer to the time.
- 3.5 The available dates and times for the meetings with Bidders (together with Draft Agendas) will be confirmed shortly after the issue of the ITN to shortlisted Bidders.
- 3.6 Negotiation meetings are expected to be held on Microsoft Teams in the period indicated in the project timetable.
- 3.7 The Authority reserves the right to change the location, times and dates of these meetings.
- 3.8 Bidders should make arrangements for maintenance of their own record of meetings.
- 3.9 The Authority will maintain its own record of meetings, which, insofar as specific to a particular bidder, would not be circulated to the other Bidders. Bidders should note that issues raised and/or responses

given which are generic may be communicated to all Bidders, in accordance with equal treatment principles.

- 3.10 The meetings will be held commercially in confidence and Bidders are directed to the information in **Appendix 1 (Important Notices)** below in relation to the obligations of the Authority under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.
- 3.11 Additional meetings may be considered appropriate by the Authority. If so, these will be arranged by the Authority with due notice and run to an agreed agenda.

Initial Tender Submissions

- 3.12 Bidders should present their responses as per the instructions below.
 - 3.12.1 All responses should be in English, text submitted in A4, with a font size of no less than 10 and any financial references should be in Pounds Sterling.
 - 3.12.2 Completed responses should be signed by a partner or director of the bidder and, in the case of a Consortium, by a partner or director of each member).
 - 3.12.3 Bidders are required to submit completed responses by uploading electronic documents via <https://procontract@due-north.com/Login> by 19 July 2021 12:00 Noon
 - 3.12.4 The Authority reserves the right, at its discretion, to reject bids delivered after the date and time specified. Please see **Appendix 1 (Important Notices)**.
 - 3.12.5 The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any bidder after the submission of responses.
 - 3.12.6 Tenders are expected to remain open for acceptance for a period of 120 days.
- 3.13 Potential providers are required to:
 - 3.13.1 Only submit one tender.
 - 3.13.2 Submit tenders in English only.
 - 3.13.3 Meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the tender itself.
 - 3.13.4 Answer fully all relevant questions in the online questionnaire(s) and respond in accordance with any specific requests as detailed in the question e.g. maximum word/page limits, etc.
 - 3.13.5 Only submit information requested. Additional information which has not been asked for in the ITT will not be taken into account.
 - 3.13.6 Submit any attachments requested in an acceptable format to the Authority which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files or any file format as specified in the question. Potential providers who wish to submit an attachment in an alternative format should first check with the Authority that it will be accepted.
 - 3.13.7 When uploading attachments please state the question number and your organisation name in the title.
 - 3.13.8 Submit any zipped files in WinZip format only.

On-going Questions

- 3.14 Any queries arising from the Procurement Documents (including this ISIT) which may have a bearing on the Initial Tender submissions to be made by Bidders should be raised as soon as possible and in any event by no later than 2 July 2021. All queries in relation to this procurement must be submitted through the messaging function of ProContract. The Authority reserves the right not to respond to clarifications in respect of the ISIT stage submitted after this period.
- 3.15 Where the Authority considers that questions are material to the procurement process and the fullest understanding of its objectives, these questions and their subsequent replies will be disseminated to all Bidders. The Authority will keep confidential all information relating to its negotiations in relation to Bidders' proposals and will not share this information with any other Bidder.
- 3.16 Bidders should note, in relation to all responses to questions that the Authority and its advisers offer no guarantee that such information in response to questions will be made available at this stage and are not warranting the accuracy of any responses.

Confidentiality and Freedom of Information

- 3.17 The Authority acknowledges the need during the CPN to treat Bidder's tender proposals confidentially. If during the process any questions asked of or information provided to the Authority is considered by the Bidder to be confidential, the request must be clearly marked "in confidence – not to be circulated to other bidders" and Bidders must set out the reason(s) for the request for non-disclosure to other Bidders.
- 3.18 The Authority will consider such requests and will act reasonably as regards the protection of commercially sensitive information relating to the Bidders but will have sole discretion as to such disclosure, subject to complying with the Authority's duties under the Freedom of Information Act (2000) and the Environmental Information Regulations (2004).

Return of Certificates

- 3.19 The Authority requires Bidders to make certain undertakings if they wish to remain in the competition. These undertakings include signing the following documents, which must be completed and submitted at the Initial Tender submission and again at the Final Tender stage. Copies of the certificates are provided in **Appendix 7 (Certificates)**.
- 3.19.1 Certificate of Non-Canvassing
- 3.19.2 Certificate of Non-Collusive Tendering

4 EVALUATION

- 4.1 This section sets out the evaluation criteria and selection process against which the Initial Tenders and all subsequent stages of the CPN, including Final Tenders will be assessed.
- 4.2 Bidders are required to respond to each of the questions set out in Appendix 2 (Quality Questions) and complete in full the requirements in Appendix 4 (Financial Submission) for the Initial Tenders.
- 4.3 **Compliance**
- 4.4 Prior to carrying out the detailed scoring of bids, an assessment of the Bidders' responses to the bid deliverables at each stage of the procurement will be made to ensure that sufficient information at the required standard has been provided as requested. Bids which are substantially incomplete or which are non-compliant with the requirements set out in this ISIT may be rejected.
- 4.5 The Authority reserves the right to call for information from Bidders to clarify their Bid responses.
- 4.6 **Evaluation Methodology**

- 4.7 Following compliance checks, each Bid will be evaluated and scored against the evaluation criteria and weightings set out in this Section below and Bidders ranked in line with their scores.
- 4.8 **Evaluation Criteria and Weightings**
- 4.9 The evaluation criteria and weightings that will be applied by the Authority in each stage of the CPN procedure are shown in Table 1 below.
- 4.10 Bidders should note that the same weightings will be applied at the Initial Tender and Final Tender stage as shown in the table.
- 4.11 The detailed evaluation criteria (and sub-criteria) and weightings that will be applied by the Authority when evaluating the Initial Tenders are shown in Table 2 below.
- 4.12 The Authority reserves the right to update and refine the quality questions (Appendix 2) and sub-criteria as well as the financial evaluation approach and sub-criteria (Appendix 3 and Appendix 4) for the ITN and ISFT stage of the CPN process.
- 4.13 The detailed evaluation criteria (and sub-criteria) and weightings that will be applied by the Authority when evaluating the Final Tenders will be confirmed in the ITN (and confirmed in the ISFT document) issued to Bidders invited to respond to those stages of the competition process.
- 4.14 **Scoring**
- 4.15 The FTS contract notice confirmed that Bids will be assessed on the basis of the most economically advantageous tender.
- 4.16 The scoring of Bids will be based on a detailed analysis of the responses in for criteria in accordance with the methodology below.

Quality Criteria

In relation to the Quality criteria and sub-criteria (as indicated), each question will be scored in application of the following scoring scale:

SCORING SCALE	
Score	Commentary
0	Extremely weak or no answer
1	Very weak - almost unacceptable
2	Weak - well below expectations
3	Poor - below expectations
4	Satisfactory but below expectations
5	Meets expectations
6	Slightly exceeds expectations
7	Good - well above expectations
8	Very good
9	Outstanding
10	Exceptional

- 4.17 The Authority can take into account both the quality and performance of the Bid response as well as its deliverability in applying the scoring scale in the evaluation.

Legal Criteria – Evaluation Approach at Initial Tender Stage: Pass/Fail

- 4.18 Bidders must confirm their unconditional acceptance of the terms of the Management Agreement as part of their Initial Tender submission. No negotiation or mark-up is permitted. A Bidder who confirms their unconditional acceptance of the terms of the Management Agreement as part of their Initial

Tender submission will pass this question and receive the full 5% weighting at Initial Tender stage for the Legal Criterion. No weighting or score other than 0% or 5% is available.

- 4.19 If any Bidder does not unconditionally accept the terms of the Management Agreement, the Bidder will fail this question. The Authority will award a 0% weighting and reserves the right to deem the Bidder's bid as non-compliant, reject the Bid and exclude the Bidder from being eligible for an award at Initial Tender stage or exclude the Bidder from continuing further in the procurement process.

Legal Criteria – Evaluation Approach at Final Tender Stage (5%)

- 4.20 Evaluation of all amendments to the contractual documentation, consisting of the Management Agreement, proposed in a Bidder's submission shall be based on a number of factors:
- (a) the degree of acceptance of the terms of the contractual documentation as identified in the scoring table below; and
 - (b) where amendments are proposed, whether the allocation of risk in respect of the project is beneficial or detrimental to the Authority.
- 4.21 The contractual documentation will be given a raw score of between zero and five, this raw score will then be applied to the weighting for the Legal & Commercial Criteria.
- 4.22 Amendments will be evaluated and allocated a score by reference to the degree to which such provisions conform to the provisions of the contract and the risk allocation reflected therein. The Authority will apply a lower score to those Bidders which include amendments which vary the position of the parties as set out in the contracts and either increases the risk to the Authority or decrease the risk to the contractor or which vary the position in another way unsatisfactory to the Authority. A Bidder's score may result from a single amendment or a combination of amendments.

The scoring methodology is set out below.

LEGAL SCORING SCALE	
Score	Commentary
5	Amendments Advantageous: The proposed amendments vary the risk position and are, on balance, advantageous to the Council as compared to the Council's presented commercial position.
4	No Amendments: no amendments; or the submission contains amendments to reflect the bidder's solution which have no commercial impact on the Council; or the overall effect of the amendments is broadly equivalent to the Council's presented commercial position.
3	Amendments of Minor Impact: The proposed amendments vary the risk position and on balance have a minor negative commercial impact on the Council as compared to the Council's presented commercial position.
2	Amendments Moderately Significant: The proposed amendments vary the risk position and are, on balance, moderately disadvantageous to the Council as compared to the Council's presented commercial position.
1	Amendments Significant: The proposed amendments vary the risk position and are, on balance, significantly disadvantageous to the Council as compared to the Council's presented commercial position.

0	Amendments Highly Significant: The proposed amendments vary the risk position and are, on balance, highly disadvantageous to the Council as compared to the Council's presented commercial position and unacceptable.
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The legal document mark-up submitted as part of the ISFT submission should reflect the position agreed with the Council during the negotiation stage. In the event that the legal submission for the purposes of the ISFT submission does not reflect the position agreed with the Council during the negotiation stage the Council reserves the right to reject such an ISFT submission for non-compliance.

Pass/ Fail Minimum Score for Legal:

The Authority reserves the right to disqualify any Bidder that scores 1 or below in the Legal Scoring Scale for this element of their tender, meaning that the Bidder will be excluded from continuing in the procurement process. A score of 1 or below would potentially place the Authority in a significant position of risk so this has been set as a threshold below which a bid may be deemed non-compliant.

Financial Criteria

The Financial criteria will be scored by applying the methodology set out in **Appendix 3 (Financial Criteria Evaluation Methodology)** to the response provided by Bidders in their Financial Submissions in the format set out in **Appendix 4 (Financial Submissions)**.

Table 1: Evaluation Criteria and Weightings for the CPN Stages

No.	Criteria	Weighting for the evaluation of Initial Tenders	Quality sub-weightings for the evaluation of Initial Tenders	Weightings for the evaluation of Final Tenders	Quality sub-weightings for the evaluation of Final Tenders
QUALITY AND LEGAL CRITERIA		Quality and legal: 60%		Quality and legal: 60%	
1	Management		20%		20%
2	Marketing Plan		15%		15%
3	Implementation Plan		10%		10%
4	Tenant Support		10%		10%
5	Business Support Services		30%		30%
6	Performance monitoring		10%		10%
7	Legal		5% (Pass/Fail)		5% (Scored)
FINANCIAL CRITERIA		Financial: 40%		Financial: 40%	
1	Management fee		55%		55%
2	Success fee		38%		38%
3	Business support		7%		7%

APPENDIX 1– IMPORTANT NOTICES

1 CONFIDENTIALITY

- 1.1 The procurement process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
- 1.1.1 treat all Confidential Information as confidential;
 - 1.1.2 not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
 - 1.1.3 not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Project ("Bid"); and
 - 1.1.4 comply with the provisions of paragraph 6 below (which contains restrictions on publicity activity within any section of the media or similar)
- 1.2 Bidders shall procure that, if it is a Consortium, each Consortium Member who receives any of the Information is made aware of, and complies with, the confidentiality obligations in this section.
- 1.3 Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
- 1.3.1 this is done for the sole purpose of enabling a Bid to be made and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as set out in this ISIT; or
 - 1.3.2 the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
- 1.4 The Authority may disclose detailed information relating to Bids to the Authority's members, directors, officers, employees, agents or advisers and they may make the key Bid documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.
- 1.5 The Authority also reserves the right to disseminate Information that is materially relevant to all Bidders (even in the event that the Information has only been requested by one Bidder), subject to the duty to protect any Bidder's commercial confidence in its Bid. It is the responsibility of the Bidder to avoid such disclosure by stating in writing to the Authority that the request is clearly marked "Commercial in confidence - not to be circulated to other Bidders" and the Bidder must set out a proper and relevant reason or reasons for the request for non-disclosure to other Bidders.
- 1.6 The Authority will act reasonably as regards the protection of commercially sensitive information relating to the Bidder, subject to the Authority's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see below).
- 1.7 The Authority reserves the right to:
- 1.7.1 provide general information about the successful SQ submissions to unsuccessful applicants in order to provide debriefing information in accordance with principles under EU procurement rules;
 - 1.7.2 provide information about successful Bid(s) to unsuccessful bidders as part of debriefing obligations under Regulation 55 of the Public Contracts Regulations 2015 (as amended) (including but not limited to the financial or price score of the successful Bid(s));
 - 1.7.3 provide information about the winning tender to unsuccessful bidders as part of debriefing obligations during the standstill period in accordance with Regulation 86 and 87 of the

Public Contracts Regulations 2015 (as amended) (including but not limited to the financial or price score of the successful tender);

1.7.4 publish information on *Contracts Finder* in accordance with Regulation 108 of the Public Contracts Regulations 2015 (as amended) and any relevant guidance concerning any contract awarded (including but not limited to the value of any contract awarded); and

1.7.5 publish information in the Find A Tender Service (FTS) in accordance with the Public Contracts Regulations 2015 (as amended) concerning any contract awarded (including but not limited to the value of any contract awarded).

2 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004

2.1 The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").

2.2 In making any submission during this procurement process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.

2.3 If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.

2.4 Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority's obligations under the Act or EIR regarding the disclosure of sensitive information

3 CONFLICTS

3.1 The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority's satisfaction prior to the delivery of a Bidder's Initial Tender submission. Failure to declare such conflicts (including new conflicts which may arise during the competition) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority.

4 CANVASSING AND NON-COLLUSION

4.1 The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder or Consortium Member (as the case maybe) may attract) any Bidder or Consortium Member who (or its directors or any other person who has powers of representation, decision or control of the Bidder or Consortium Member), in connection with this ISIT:

4.1.1 offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ISIT;

4.1.2 does anything which would constitute the offence of within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;

- 4.1.3 does anything which would constitute the offence of bribery, where the offence relates to active corruption;
 - 4.1.4 does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
 - 4.1.5 canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ISIT;
 - 4.1.6 contacts any officer of the Authority prior to financial close about any aspect of the ISIT in a manner not permitted by this ISIT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
 - 4.1.7 fixes or adjusts the amount of his Bid by or in accordance with any agreement or arrangement with any other Bidder or Consortium Member of any other Bidder (other than its own Consortium Members or supply chain);
 - 4.1.8 enters into any agreement or arrangement with any other Bidder (or Consortium Member of any other Bidder) to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
 - 4.1.9 causes or induces any person to enter such agreement as is mentioned in either paragraph 4.1.7 or 4.1.8 or to inform the Bidder (or a Consortium Member of the Bidder) of the amount or approximate amount of any rival Bid;
 - 4.1.10 canvasses any person connected with this ISIT who is not one of its own Consortium Members or one of its own team;
 - 4.1.11 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 Bid (or proposed Bid) any act or omission;
 - 4.1.12 communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
 - 4.1.13 enters into any agreement with any other Bidder (or a Consortium Member of any other Bidder) aimed at distorting the outcome of the competition;
 - 4.1.14 undertakes to unduly influence the decision-making process of the Authority; or
 - 4.1.15 undertakes to obtain confidential information that could confer upon an undue advantage in the award of the contract.
- 4.2 Bidders will be required to complete and submit certificates of non-collusion and non-canvassing at the Initial Tender submission stage and also the Final Tender submission stage.

5 INTELLECTUAL PROPERTY

- 5.1 This ISIT (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
- 5.2 All documentation supplied by the Authority in relation to this ISIT (and all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

6 PUBLICITY

- 6.1 Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after financial close, any publicity activity with any section of the media in relation to the Project other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

7 LIABILITY OF THE AUTHORITY AND ITS ADVISERS

- 7.1 In the Procurement Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
- 7.2 The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:
- 7.2.1 providing an application procedure for individuals or organisations interested in tendering for the Project; and
 - 7.2.2 to assist persons interested in tendering for the Project role in making their own evaluation of the potential opportunity
- 7.3 The Procurement Documents are intended only to provide a background explanation of the Project and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Project made by the Authority to the potential contractor.
- 7.4 The Authority and its Advisers:
- 7.4.1 do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this scheme and should seek their own professional technical, financial and legal advice; and
 - 7.4.2 exclude all liability for any loss or damage (whether caused by contract, tort (including negligence), misrepresentation or otherwise) (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
- 7.5 Only the express terms of any written contract relating to the Project (as and when it is executed) shall have any contractual effect in connection with this Project.
- 7.6 The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Project. The Authority reserves the right to vary or change all or any part of the procedures for the procurement process at any time or not to proceed with the procurement.
- 7.7 For the purposes of the procurement, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.

8 PROVISION OF FURTHER INFORMATION TO BIDDERS PRIOR TO MAKING A BID

- 8.1 The Authority is relying on the information provided by Bidders during the procurement process (including but not limited to Bids and SQ submissions). If, at any time during this procurement process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.

9 BIDDING PROCESS AND COSTS

- 9.1 The Authority reserves the right at any time:

- 9.1.1 to require a Bidder and/or its Consortium Members to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
- 9.1.2 to reduce the number of Bidders in the procurement process
- 9.1.3 to amend the terms and conditions of the procurement process;
- 9.1.4 not to consider Bids other than those specified;
- 9.1.5 to negotiate with one or more of the Bidders during the ITN stage to obtain arrangements which best meet its requirements;
- 9.1.6 to issue amendments or modifications to the ISIT;
- 9.1.7 to alter the timetable to contract award;
- 9.1.8 to cancel or withdraw from the tender process at any stage; and
- 9.1.9 not to award a contract.

- 9.2 All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this procurement. Under no circumstances will the Authority be liable for any costs or expenses borne by Bidders or any of its supply chain, partners or advisers in this procurement process.

10 THE AUTHORITY'S RIGHT TO REJECT BIDS

- 10.1 The Authority reserves the right to reject or disqualify a Bidder and/or any of its Consortium Members at any time during the procurement procedure where:
- 10.1.1 a Bid is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Authority's submission requirements which have been notified to the relevant Bidder;
 - 10.1.2 the Bidder and/or any of its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 (as amended) at any stage during the tender process;
 - 10.1.3 the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process (including but not limited to the SQ selection stage of the competition);
 - 10.1.4 the Bidder and/or its Consortium Members contravene any of the terms and conditions of this ISIT; or

- 10.1.5 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members.
- 10.2 The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
- 10.3 The Authority reserves the right to require Bidders at any moment during the procurement procedure to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the procurement procedure for the purposes of:
 - 10.3.1 establishing the absence of grounds for exclusions under Regulation 57 of the Public Contracts Regulations 2015 (as amended)); and/or
 - 10.3.2 establishing the continued fulfilment of the SQ stage selection criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).
 - 10.3.3 establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for reducing the number of Bidders being invited to the CPN tender stages of the competition.
- 10.4 Furthermore, before awarding the contract, the Authority reserves the right to require the Preferred Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of:
 - 10.4.1 establishing the absence of grounds for exclusions under Regulation 57 of the Public Contracts Regulations 2015 (as amended)); and/or
 - 10.4.2 establishing the continued fulfilment of the SQ stage selection criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

11 THE BIDDERS

- 11.1 The Consortium Members of any Bidder and the principal relationships between Consortium Members may not be changed in relation to this procurement process unless the Authority's prior consent has been given, and subject to:
 - 11.1.1 any replacement Consortium Member being satisfactorily pre-qualified by the Authority; and
 - 11.1.2 any other condition which the Authority may specify having been met.
- 11.2 The Authority reserves the right, at its absolute discretion, to refuse to allow any change in the Consortium Members of any Bidder and/or the principle relationships between Consortium Members.
- 11.3 The Authority reserves the right, at its absolute discretion, not to consider any Bid where there is a change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

12 GOVERNING LAW

- 12.1 All negotiations will be conducted, and all documents and Bids will be prepared, in the English language. The negotiations and all subsequent contracts negotiated will be subject to English law and the exclusive jurisdiction of the English courts.

13 ACCEPTANCE OF BIDS

- 13.1 Bidders are reminded that no offer or Bid is deemed accepted until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, whether prior to or after the commencement of the ISIT stage, up to and including any notification of the Preferred Bidder award decision commencing the standstill period, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
- 13.2 Please note that only the express terms of any written contract which is finally agreed between the Authority and the successful Bidder and which is duly declared unconditional shall have any contractual effect.

APPENDIX 2 - QUALITY QUESTIONS

QUESTIONS BIDDERS ARE REQUIRED TO ANSWER AT THE ISIT SUBMISSION STAGE (INITIAL TENDERS)

All words in any format (including but not limited to words in diagrams, pictures, maps, tables and charts) will count towards the word count limit specified in relation to each question. Bidders must state the number of words in any diagram, picture, map, table or chart directly underneath it. This includes any other method of presentation which is not just text. Bidders must not attempt to circumnavigate the word count limit e.g. by joining up words or using special characters to join words. Words submitted over the specified page limit will not be evaluated.

Management

Q.1 (20%) 2000 words

Tenderers should provide a full management summary, including details of: key personnel and summary details of the proposal including:

Management

- Please provide your overall vision and approach to the project that meets the strategic direction, objectives, outputs and aims of the Council by managing the VWCH and providing business support services to the specification.
- How will you maintain adequate staffing to ensure high quality management of the VWCH, incorporating procedures in relation to recruitment, induction and training, payroll, pension arrangements, and grievance procedure fully meeting UK employment law.
- How will you operate effective processes for appropriate occupier policies in relation to occupational terms, include simple single payment arrangements disputes, claims, notices and evictions, and debt recovery.
- How will you manage or provide the operation of the buildings including repairs and maintenance; business liaison; and engagement of contractors.
- How will you establish and implement a Security Policy and Plan detailing how a safe and secure environment for occupiers and visitors will be provided.
- How will you provide a virtual office offering a postal address and mail forwarding, telephone answering and access to meeting rooms and other facilities for non-occupiers.

Supply chain

- A database of contracts should be maintained and available for inspection. This takes into account contracts which the Service Provider will enter into. Please explain how you will ensure appropriate procedures for selecting third party suppliers to ensure that they are capable, reputable, and provide good value for money, bearing in mind that the Council will want to approve above a value of £10,000.

Your responses to this question should be limited to no more than 2000 words. Diagrams, pictures, maps, tables and charts may include words but only to the extent that those words are necessary to enable evaluators to understand or interpret the diagram, picture etc. Words contained within diagrams, pictures etc. will be disregarded for the purpose of the evaluation of a Bidder's substantive response to the question.

Marketing plan

Q.2 (15%) 2000 words

Tenderers must submit a marketing plan to reflect the requirement:

Explain how you will effectively carry out the following Management Agent activities:

- Supporting a comprehensive marketing plan to promote, support and enhance the activities of the VWCH, to include social media activities, newsletter activities, PR activities, brochures, advertising and promotion campaigns, events, initiatives and exhibitions, press releases, media campaigns and sector based campaigns to raise awareness of existing sectors and to promote, target and attract further investment and additional tenants.
- Developing a website for the VWCH and provide website activity analysis.
- Developing and fostering relationships with other business/enterprise/incubation/co-working centres to maximise links, ensuring strong networks are established to support growth and acceleration, including the Growth Hub, University of Northampton and SEMLEP.
- Promoting linkages with other business/enterprise/incubation/co-working centres to support tenants at VWCH to collaborate and exchange information to support growth and acceleration.
- Ensuring that all social media activities campaigns are maintained and promote the success of tenants and the VWCH.
- Please explain how you will effectively carry out the process for ensuring that news of new tenants are shared with sitting tenants within 7 days and are promoted within newsletters to encourage closer collaboration with other tenants.

Your responses to this question should be limited to no more than 2000 words. Diagrams, pictures, maps, tables and charts may include words but only to the extent that those words are necessary to enable evaluators to understand or interpret the diagram, picture etc. Words contained within diagrams, pictures etc. will be disregarded for the purpose of the evaluation of a Bidder's substantive response to the question.

Implementation Plan

Q.3 (10%) 2000 words

Tenderers must demonstrate how they would implement services at VWCH.

Please provide your proposal in relation to the following issues:

- How you will mobilise to ensure that you put arrangements in place during the Implementation Plan period (by delivering and/or procuring) to ensure that there will be adequate repairs and maintenance provision for the buildings, maintenance of M&E services and lifts, cleaning and environmental, health & safety, security, utilities; managed services for reception, meeting rooms and telephony/internet services (including the 'virtual office' services for occupiers and non-occupiers).
- How you will mobilise to ensure that units are in a lettable state, meeting rooms and common areas are accessible and usable and there is a process and resources in place to collect rents, service charges, and other income from business occupiers and other users.

Your responses to this question should be limited to no more than 2000 words. Diagrams, pictures, maps, tables and charts may include words but only to the extent that those words are necessary to enable evaluators to understand or interpret the diagram, picture etc. Words contained within diagrams, pictures etc. will be disregarded for the purpose of the evaluation of a Bidder's substantive response to the question.

Tenant Support

Q.4 (10%) 1000 words

Explain and detail how you, as Managing Agent, will build a strong relationship with all tenants and maintain a high standard of customer standards and satisfaction including:

- Regular communication with tenants informing them of significant issues affecting the level of service or the building
- Regular informal tenant events and communications, invitation to VWCH events, partner events, surgeries and specialist support.
- Regular tenant meetings to ensure all issues, concerns are listened to and addressed, and solutions provided.
- Comprehensive new tenant inductions, with welcome packs on the broad support available from the Managing Agent and partner organisations.
- The provision of an annual customer satisfaction surveys.
- Responding to complaints or queries within 48 hours and to provide a full response with 10 working days.

Your responses to this question should be limited to no more than 1000 words. Diagrams, pictures, maps, tables and charts may include words but only to the extent that those words are necessary to enable evaluators to understand or interpret the diagram, picture etc. Words contained within diagrams, pictures etc. will be disregarded for the purpose of the evaluation of a Bidder's substantive response to the question.

Business Support Services

Q.5 (30%) 3000 words

Tenderers should submit a costed business support programme for the full 5-year period to demonstrate how they meet the requirements. The costed business support programme will be subject to review after the first year.

The Council requires the Managing Agent to explain how it will effectively:

- Assess all incoming tenants to ensure their viability, need for the workplace, ability to meet the overheads and growth projects and acceleration.
- Have a process in place to ensure structured periodic reviews with tenants of their business strategies are held and to support their business with further guidance and support, training needs and referring to other stakeholders for additional support, as well as growth into external commercial premises.

The Council requires the Managing Agent to ensure the delivery of following services as set out in the funding agreement between SEMLEP and the Council, please:

- Explain how you will ensure the support is flexible and tailored, adaptable to change, the life-cycle stages of businesses and is constantly changing in response to client and market developments.
- Demonstrate you have full knowledge and understanding of public sector initiatives and policies in the context of business support, including public sector funding, SEMLEP, the Growth Hub and job programmes including DWP programmes.
- Demonstrate you have full knowledge and understanding of business and finance networks.
- Explain how you will provide a business advisory service with sound and impartial advice business advice, support and guidance and signposting to other agencies for specialised support include exporting, importing, innovation support and ensuring the support package is relevant to business needs. You will be expected to offer low cost or free support to maximise the benefit to local businesses.
- Explain how you will deliver state of the art training and business support that provide skills, tools and techniques needed for business start-up and growth including leadership, management, coaching skills, innovation, influencing skills, finance, entrepreneurship, pitching skills, strategic planning, team performance, presentation skills, negotiation skills, change management, sales skills and marketing skills. You will be expected to offer low cost or free support to maximise the benefit to local businesses.
- Explain how you will provide a wide range of networking opportunities at regional level through the established networks formed with other business/enterprise/incubation/co-working centres.
- Explain how you will provide a wide array of activities to support networking, collaboration and information exchange amongst businesses at the VWCH.
- Explain how you will support any Council led initiatives to support enterprise, entrepreneurialism, business growth and acceleration, inward investment to attract new industries to the area, innovation, including grant schemes.

Your responses to this question should be limited to no more than 3000 words. Diagrams, pictures, maps, tables and charts may include words but only to the extent that those words are necessary to enable evaluators to understand or interpret the diagram, picture etc. Words contained within diagrams, pictures etc. will be disregarded for the purpose of the evaluation of a Bidder's substantive response to the question.

Performance Monitoring

Q.6 (10%) 1000 words

Tenderers should submit proposals to demonstrate how they will meet the requirements:

- The Council requires the Managing Agent to provide key information with details of statistical and service quality measures on a quarterly and annual basis. The Council will manage the contract on a continual basis, naming a Key Liaison Officer to liaise with the Managing Agent, and act as Contract Manager, holding regular contract monitoring meetings to ensure performance and compliance of the contract.
- The Managing Agent will be required to produce a detailed end of year Annual Report within two months of the year end with a detailed list of outputs for incorporation into the Annual Report.
- The Council requires quarterly summary reports within one month of the end of the first three quarters, (the final quarter will be part of the Annual Report), which will be used to monitor progress against targets, and address any problem areas where there is evidence of under-performance.
- The Managing Agent will need to continue, participate in and maintain The Advisory Board to monitor the overall performance of the Centre, with key members from West Northamptonshire Council and SEMLEP and other business support providers.
- The Managing Agent will need to have a process in place to provide the following to the Advisory Board as and when needed:
 - Quarterly and annual reports, evaluation results and any other reports from the Managing Agent or Key Liaison Officers
 - Progress against key targets and address any issues or under-performance
 - Expert guidance and support on key strategy approaches such as business emphasis, alignment with other strategies
 - Act as ambassadors and champions for the VWCH
 - Recommend to the Council and Managing Agent adjustments, initiatives to support the current offer in terms of operation, outputs and outcomes

There are certain KPIs which you will need to attain and meet (as set out below) and other information reporting requirements (as set out above). How will you ensure that there is reliable and high quality data and details collected, interpreted and communicated to the Council for these purposes.

Key Performance Indicators

Key Performance Measures	Measure
150 new businesses created	75 by contract year 5
116 businesses supported	116 by contract year 5

490 gross direct and indirect jobs supported	295 by year 5 contract year 5
220 net local additional jobs supported	135 by contract year 5
£28 million of net additional GVA	£18 million by contract year 5

Your responses to this question should be limited to no more than 1000 words. Diagrams, pictures, maps, tables and charts may include words but only to the extent that those words are necessary to enable evaluators to understand or interpret the diagram, picture etc. Words contained within diagrams, pictures etc. will be disregarded for the purpose of the evaluation of a Bidder's substantive response to the question.

Legal - Evaluation Approach at Initial Tender Stage: Pass/Fail

Bidders must confirm their unconditional acceptance of the terms of the Management Agreement as part of their Initial Tender submission. No negotiation or mark-up is permitted. A Bidder who confirms their unconditional acceptance of the terms of the Management Agreement as part of their Initial Tender submission will pass this question and receive the full 5% weighting at Initial Tender stage for the Legal Criterion. No weighting or score other than 0% or 5% is available.

If any Bidder does not unconditionally accept the terms of the Management Agreement, the Bidder will fail this question. The Authority will award a 0% weighting and reserves the right to deem the Bidder's bid as non-compliant, reject the Bid and exclude the Bidder from being eligible for an award at Initial Tender stage or exclude the Bidder from continuing further in the procurement process.

Please confirm your unconditional acceptance of the terms of the Management Agreement as part of your Initial Tender submission.

Confirmation of unconditional acceptance of the terms of the Management Agreement.	Response
	Yes
	No

APPENDIX 3 - FINANCIAL CRITERIA EVALUATION METHODOLOGY

Bidders are required to complete and submit the financial plan submission template.

The financial model is that the operator is paid a fixed, guaranteed management fee and any remuneration above that comes via a 'success fee' mechanism.

The Bidder is required to bid back:

- 1) A management fee which will be paid each contract year.
- 2) A percentage 'success fee' (calculated after the management fee and centre operational costs are deducted from the income), which will be paid each contract year in accordance with the terms of the contract. The Bidder must bid back a success fee minimum of 5% and a maximum of 30%.
- 3) The Bidder is also required to fully complete the document 'Financial Plan Submission Template'.

Management Charge/ Fee Evaluation Methodology: Calculation (55% weighting)

The lowest management fee Bid will receive full marks.

Other management fee Bids will be scored according to the following calculation:

Lowest bid
----- X 100 = score out of 100.
Bidder's bid

The information in the financial plan template submission that will be assessed is the information in cell I58 (this cell represents the total of all management fees added together across the full term).

Bidders must complete the numerical cells in the financial plan submission template and must not caveat and qualify their response or change any excel formula (including the projected rates for Business Rates and Utilities pre-populated by the Council) in the financial plan submission template. The Council reserves the right to reject a tender which seeks to do so.

Bidders must enter their figures for the projected expenditure on the management of the hub for each of the 5 years which will determine the management fee figure for each of the five years.

This will give the Council an indication of projected expenditure to understand the make-up and composition of the management fee requested forming part of your offer.

The management fee will be payable by the Council under the terms of the Management Agreement.

If actual expenditure exceeds the projected expenditure in the performance of the Management Agreement then Bidders should note that there will be no adjustment to the management fee payable by the Council and it will be the Bidder's risk and responsibility to cover any shortfall arising.

In the *Assumptions* section of the financial plan template, please provide a narrative response to demonstrate and provide confidence to the Council that the project expenditure figures are realistic, justifiable, credible and sustainable. Bidders should not seek to use the *Assumptions* section to qualify or caveat their management fee offer. The Council reserves the right to reject any Bid which seeks to do so.

The response in the *Assumptions* section will not be taken into account in scoring the Management Agreement but the Council reserves the right to take them into account in deciding whether the bid may be abnormally low. The Council reserves the right to reject a Bid if it considers it to be abnormally low in accordance with Regulation 69 of the Public Contracts Regulations 2015 (as amended).

Business Support: 7%

The Bidder is required to submit a day rate, to be provided for an 8 hour day

Lowest bid

----- X 100 = score out of 100.

Bidder's bid

This day rate will be assessed using the calculation above. The information in the financial plan template submission that will be assessed is the information in cell D84.

Success Fee Evaluation Methodology (38% weighting):

The success fee bid backs will be proportionally scored, as illustrated in the following table which summarises the success fee scoring approach.

Success fee bid backs below 5% or above 30% may be deemed to be non-compliant bids and in this situation the Authority reserves the right to reject a Bidder and exclude them from the procurement process.

The success fee percentage bid back should be a whole number.

Bidders should include their success fee bid back in their Bid submission.

Success Fee Bid%	% Mark
30	0
29	4
28	8
27	12
26	16
25	20
24	24
23	28
22	32
21	34
20	28
19	42
18	46
17	50
16	54
15	58
14	62
13	66
12	70
11	74
10	80
9	84
8	90
7	94
6	98
5	100

APPENDIX 4- FINANCIAL SUBMISSIONS

APPENDIX 5– MANAGEMENT AGREEMENT

APPENDIX 6 - GLOSSARY OF TERMS

The capitalised words and expressions in this ISIT have the meanings set out below unless the context specifically requires otherwise. References to the singular include the plural and vice versa.

Advisers means all professional advisers of the Authority involved in the procurement of the Project

Bid means each of the written proposals submitted by a Bidder as part of this procurement process at any stage of the procurement

Bidders means individuals and/or organisations who have been pre-qualified and to whom this ISIT has been issued by the Authority

Consortium means either an entity which is to be formed by a group of Organisations or a group of Organisations acting jointly as the Bidder

Consortium Member means where the Bidder is a consortium, any individual economic operator forming part of that consortium

Final Tender means the Bid submitted in response to the ISFT

Confidential Information means all information designated as confidential and disclosed to the Bidders by the Authority or its Advisers in order for them to formulate and prepare their Bid; or which may be supplied by the Authority or its Advisers at a future date (whether in written or visual format or otherwise)

Initial Tender means the Bid submitted in response to the ISIT

Organisation means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK and should be interpreted accordingly

Preferred Bidder means the bidder which has been assessed by the Authority as having the most economically advantageous Final Tender (and in the case where the Authority has decided to award on the basis of Initial Tenders, the most economically advantageous Initial Tender)

Procurement Documents means any document issued by the Authority as part of this procurement process

APPENDIX 7 - CERTIFICATES

TENDER FOR NORTHAMPTON VULCAN WORKS CREATIVE HUB - OPERATOR PROJECT

CERTIFICATE OF NON- COLLUSION

In the case of a Consortium, each Consortium Member must complete and return this Certificate.

To West Northamptonshire Council ("the Authority")

The essence of the public procurement process is that the Authority shall receive bona fide competitive Tenders from all Bidders. In recognition of this principle I/We certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender);
- b) enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- c) offer or agree to pay or give or 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 any act or omission to be done in relation to any other tender or the proposed Tender; or
- d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

In this Certificate:

- the word "person" includes any person, body or association, corporate or incorporate
- the phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.
- the word "Tender" includes all tender submissions including Initial Tender submissions, Final Tender submissions together with associated clarifications provided by the Bidder

1 **SIGNED**
 POSITION

2 **SIGNED**
 POSITION

On behalf of

Date

TENDER FOR THE NORTHAMPTON VULCAN WORKS CREATIVE HUB - OPERATOR PROJECT

CERTIFICATE OF NON - CANVASSING

In the case of a Consortium, each Consortium Member must complete and return this Certificate.

To West Northamptonshire Council ("the Authority")

I/We hereby certify that I/we have not in connection with the award of the contract for the project or any other proposed contract for Northampton Vulcan Works Creative Hub - Operator Project.

- canvassed any member, employee, agent of the Authority
- undertaken to unduly influence the decision-making process of the Authority
- undertaken to obtain confidential information that could confer upon an undue advantage in the award of the contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

1 **SIGNED**

POSITION

2 **SIGNED**

POSITION

On behalf of

Date