

11 November 2015

Tel: (01743) 252993

**QON 001** 

Please ask for:

Email: procurement@shropshire.gov.uk

Dear Bidder

# QON 001 – FURTHER COMPETITION FOR MARKET RESEARCH TO SUPPORT THE BIG CONVERSATION RM1086 MARKET RESEARCH – LOT 2 SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- 1. Instructions to Tendering
- 2. Tender Response Document (including specification)

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering' through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

#### Returning of Tenders

- The deadline for returning tenders is noon on 5<sup>th</sup> October 2015 any tenders received after this time will not be accepted
- o Tenders are to be submitted through Delta, our electronic tender portal
  - O Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

#### Tenders cannot be accepted if:

Tenders are received by post, facsimilie or email

#### Tenders are received after 12 noon on the given deadline

#### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

#### Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

If you have any queries relating to this invitation to tender, please contact us through the Delta Procurement Portal.

Yours faithfully

Progurament Managar

Procurement Manager
Procurement & Contracts
procurement@shropshire.gov.uk
Enc.



### INSTRUCTIONS FOR TENDERING

QON 001 –Further Competition (RM1086 – Lot 2) for Market Research to Support the Big Conversation

#### **Shropshire Council Instructions for tendering**

#### **Contract Description:**

This is a further competition tender under the UK SBS Market Research Framework RM1086 – Lot 2

Shropshire Council wishes to appoint a research agency to provide advice and practical assistance in designing and implementing a marketing research strategy and action plan to enable it to understand public opinion in respect of balancing the its reducing budget.

The key objectives of this appointment are to:

- Work with the Council to establish ongoing, high value and low cost reliable ongoing engagement processes via an on-going series of conversation and feedback with the Shropshire public to be called the Big Conversation.
- Support the Council to present and to involve communities and individuals and to understand how they can help to solve the challenges it faces with low or no cost solutions.

The Big Conversation should employ a variety of methods to sufficiently triangulate the findings which must relate to a statistically reliable sample on a population basis (including age, gender, disability, geography). The strategy and action plan should enable low cost and real time, repeatable engagement in the future to add to the Council's customer intelligence and maintain currency.

This contract will initially be awarded until 31<sup>st</sup> March 2016, with an option to reengage with the successful research agency for a further 12 month period.

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#### 1.0 Invitation to Tender

- 1.1 You are invited to tender for the provision of Market Research as detailed in the Tender Response Document. The contract will be for an initial period of 6 months commencing on the 2<sup>nd</sup> November 2015 with the option to extend up to the 31<sup>st</sup> March 2017.
- 1.2 Tenders are to be submitted in accordance with the UK SBS Market Research Framework RM1086 Lot 2 Terms and Conditions and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

#### 2.2 <u>Terms and Conditions</u>

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the UK SBS Market Research Framework RM1086 Lot 2 Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

#### 3.0 <u>Preparation of Tenders</u>

#### 3.1 Completing the Tender Response Document

- 3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- **3.1.2** All documents requiring a signature must be signed;
  - a) Where the Tenderer is an individual, by that individual;
  - b) Where the Tenderer is a partnership, by two duly authorised partners;
  - c) 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.
- 3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

#### 3.2 Tender Preparation and Costs

- 3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- 3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- 3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- **3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- **3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.
- 3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's

requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

- 3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

#### 3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

#### 3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

#### 4.0 Tender Submission

- 4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of noon, 5<sup>th</sup> October 2015.
- 4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is

- acceptable will be final.
- 4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- **4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

#### 5.0 <u>Variant Bids</u>

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents( the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

#### 6.0 Tender Evaluation

- 6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

#### 7.0 Clarifications

- **7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- **7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- **7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- **7.4** All queries should be raised as soon as possible (in writing), in any event not later than 28<sup>th</sup> September 2015.
- 7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

#### 8.0 Continuation of the Procurement Process

- **8.1** The Council shall not be committed to any course of action as a result of:
  - i) issuing this Invitation to Tender;
  - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
  - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

#### 9.0 **Confidentiality**

- 9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- **9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- **9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- **9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- **9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- **9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.

- **9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- **9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- **9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- **9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- **9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

#### 9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

#### 10.0 Freedom of Information

- Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3 If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it

clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

- 10.4 Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5 In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: http://www.ico.gov.uk

#### 11.0 Disqualification

- 11.1 The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- **11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

#### 11.1.4 The Tenderer:

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives 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 Tender or proposed Tender for the services any act or omission.

- Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- 11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

#### 12.0 <u>E-Procurement</u>

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

#### 13.0 Award of Contract

#### 13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

#### 13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

#### 13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

#### 14.0 <u>Value of Contract</u>

Shropshire Council cannot give any guarantee in relation to the value of this

contract.

#### 15.0 Acceptance

- 15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.
- The Tender documentation including, the UK SBS Market Research Framework RM1086 Lot 2 Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council
- 15.3 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 2<sup>nd</sup> November 2015.

#### 16.0 Payment Terms

**Tenderers should particularly note** that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

#### 17.0 <u>Liability of Council</u>

- 17.1 The Council does not bind himself to accept the lowest or any tender.
- 17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any

information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

#### 19.0 <u>Declaration</u>

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1)		Status
Signed (2)		Status
Olgrida (2)		olated
<b>/</b> = 1		,
(For and on	behalf of	)
Date		



### **Tender Response Document**

### QON 001 –Further Competition (RM1086 – Lot 2) for Market Research to Support the Big Conversation

Name of TENDERING ORGANISATION (please insert)

**Pye Tait** 

#### **Shropshire Council Tender Response Document**

#### **Contract Description:**

This is a further competition tender under the UK SBS Market Research Framework RM1086 – Lot 2

We are looking to appoint one supplier for the following opportunity:-

#### **Background**

The challenges facing local government

Just about every local authority in the UK is looking at how outcomes for people can be improved whilst reducing costs, and Shropshire is at the cutting edge of this.

Since 2009 Shropshire Council has had to save £146m as a result of central government funding cuts. This has been achieved through the Council's large scale transformation programme. Through working with our partners and the local community we have redesigned services in more cost effective ways, whilst maintaining quality services for Shropshire people.

This year we need to save another £20m, and we're confident we can do this.

However, things will soon get more difficult. As local authority income continues to significantly reduce, locally raised income will increasingly be a larger proportion of local authority income.

In 2021 the government's revenue support grant – money that is paid to Council's each year to help provide services – will end. This grant currently makes up £43m of Shropshire Council's budget.

By the time the grant ends, we estimate that the Council will be around £80m worse off due to falling income and rising costs.

Projections also show how, if expenditure on key statutory services such as adult social care, children's social care and waste collection is maintained at current levels, then there is significantly less funding available for other services.

So, we have a real challenge ahead. In the coming years we will have a lot less money and we need to decide how to spend it.

Whilst we continue to look at ways to raise income in response to the huge cut in funding from central government, we still won't be able to provide and deliver the same services that we do now, and therefore we'll need to prioritise how we spend our money.

Communities have the right to take control of the issues important to them. Through our 'Big Conversation' (working title) we aim to openly engage with communities to understand what their priorities are.

In light of these challenges, we recognise that there are many communities, people and organisations who are as well, or better, placed than the Council, to provide the solutions and deliver services and attract external funding and to deliver inward investment to Shropshire.

A testament to this new way of delivering services, is the community owned Wem Swimming Pool, The Boathouse in Ellesmere and The Foundry restaurant in Shrewsbury, which are now being run by individuals in the Shropshire community. This has allowed previously Council provided services to continue to be delivered with no cost to the authority.

Whilst we need to engage with Shropshire residents on what they feel their priorities are, we still want to continue encouraging communities to be resilient, to take ownership of what services are important to them. Local people often have great ideas about how to run their communities. And the previous examples show that individuals and groups up and down the county, with our support, are taking ownership of assets and services and developing their own resources for the benefit of everyone.

We are confident that continuous dialogue through our Big Conversation and working together will all communities in Shropshire will effectively inform and shape our future strategy and direction. In turn this will allow us to continue to provide the best possible outcomes in the most efficient and cost-effective way and ensure that Shropshire continues to flourish during this time of change and into the future.

#### **About Shropshire**

Shropshire\* has a population of around 310,000 people, and 130,000 households. It covers an area of 1,235 square miles and, being a rural county, comprises a number of market towns surrounded by smaller settlements. However, these main settlements only cover about 4% (2001 census) of the county's land area.

The rurality of Shropshire means that communities are wide and varied with various interests and needs. In addition to this, Shropshire has a greater proportion of population in all the age groups above and inclusive of 45-49 year olds compared to England. This trend continues to grow.

Taking these factors into consideration, we face real challenges in respect of social exclusion and disempowerment, and in terms of engaging with all of Shropshire's communities.

Further information on the population and other facts and figures on Shropshire can be found <u>here</u>.

\*refers to Shropshire Council area and excludes Telford and Wrekin.

### We are seeking Tender responses from suppliers with the following experience/ background

- 1. Previous experience of working with clients to improve engagement and marketing approaches.
- 2. Working with clients to build sustainable engagement frameworks that can be applied at different levels in relation to scale of services involved, hard to reach communities or geography.
- 3. Substantial experience of applying a broad range of engagement techniques appropriate to the audience and scale of work.
- 4. Experience of applying statistically viable techniques in sampling and analysis of quantitative and qualitative feedback.
- 5. Using engagement feedback to develop insight and inform actions to change behaviours.

#### **Contract Description**

Shropshire Council wishes to appoint a research agency to provide advice and practical assistance in designing and implementing a marketing research strategy and action plan to enable it to understand public opinion in respect of balancing the its reducing budget.

The key objectives of this appointment are to:

- Work with the Council to establish high value and low cost reliable engagement processes via an on-going series of conversation and feedback with the Shropshire public to be called the Big Conversation.
- Support the Council to present and to involve communities and individuals and to understand how they can help to solve the challenges it faces with low or no cost solutions.

The Big Conversation should employ a variety of methods to sufficiently triangulate the findings which must relate to a statistically reliable sample on a population basis covering the Protected Characteristics Groupings and the practical challenges of the rural geography and the sparsity of the population. The strategy and action plan should enable low cost and real time, repeatable engagement in the future to add to the Council's customer intelligence and maintain currency.

The Big Conversation will therefore seek to obtain as many views as possible from across the Shropshire Council area including, but not restricted to:

- Shropshire residents including the Shropshire Council Consultation Group.
- Shropshire young people
- Shropshire businesses and the Voluntary Community Sector (VCS).
- Shropshire key partners and providers of public services.
- Community partners, town and parish councils and Local Joint Committees (LJCs).
- Local interest, community and faith groups.

The implementation of the Big Conversation must utilise, as far as possible, the resources of the Council rather than the commissioned research agency to reduce costs and enable easy future collection of reliable opinion checking data, whilst maintaining appropriate independence.

This contract will initially be awarded until 31<sup>st</sup> March 2016, with an option to reengage with the successful research agency for a further 12 month period.

#### **KEY DATES**

- Shortlisted research agencies will be invited to attend a workshop presenting their solutions and available resources to senior Shropshire Council managers and elected members in the <u>third week of October2015</u>.
- 2. We expect the successful research agency to begin working with Shropshire Council from <a href="2nd November 2015">2nd November 2015</a> and able to work from Shropshire Council offices when required by mutual agreement.

3. Whilst the Big Conversation will be an ongoing and evolving piece of research that will continue into 2016 and beyond, feedback from Shropshire public regarding the services they value, don't value or wish to deliver themselves will inform the Shropshire Council's revised Finance Strategy which will be presented to Shropshire Council Cabinet in <a href="December 2015">December 2015</a>.

#### **PROJECT GROUP**

The researcher will work collaboratively alongside the Big Conversation Project Board comprising:

- Senior Shropshire Council managers and elected members who will provide project direction.
- Shropshire Council staff who will provide research, analysis and community involvement support and legal/budget/financial advice and expertise.
- ip&e Limited (a company controlled by Shropshire Council) staff providing communications and marketing expertise.

Key decisions will be made by and reported to Cabinet via the Chief Executive.

#### Instructions for the completion of this document

- 1. This document must be completed in its entirety with responses being given to <u>all</u> questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
- 2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) 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.
- 3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
- 4. Where copies of certificates and other details are requested **a copy must** accompany the electronic copy of your Tender Response Document.

#### **Contents**

Section	Description	Page
A1	Form of Tender	9
A2	Non-Canvassing Certificate	10
A3	Non-Collusive Tendering Certificate	11
A4	Declaration of Connection with Officers or Elected Members of the Council	12
You must sign all 4 certificates in sections A1 to A4		
В	Supplier Information – For information only	13

#### <u>Award Criteria – Weighted Marked Questions</u>

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Selection Criteria
Section B	Supplier Information – For information only

Section / Question No.	Award Criteria	Weighting / Max Marks Available
	Price 40% (400 marks)	
Section C / Q 1	Price	40 / 400 max marks
	Total for price	40 / 400 max marks
	Quality 60% (600 marks)	
Section C	Methodology	
Section C / Q 2.1	Planned work and timetable	10 / 100 max marks
Section C / Q 2.2	Demographic	10 / 100 max marks
Section C / Q 2.3	Sustainable Engagement Framework	10 / 100 max marks
Section C / Q 3	Staff & Experience	10 / 100 max marks
Section C / Q 4	Technical Capabilities	20 / 200 max marks
Total for quality 60 / 600 max marks		

#### **Quality Questions/ Scoring Scheme**

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	9	
Good	8	Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
	7	
Acceptable	6	Satisfies the requirement.  Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.
	5	
Minor Reservations	4	Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.
	3	
Serious Reservations	2	Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.
	1	
Unacceptable	0	Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for Quality Criteria overall will receive the full 60% /600 final marks available for Quality. Other tenders will receive a final mark that reflects the difference in intial marks between those tenders and the tender receiving the highest mark for Quality overall.

#### **Price Evaluation and scoring**

We are looking to achieve maximum value from the available project funds. The panel will be looking at the supplied pricing schedules and the outputs detailed to ascertain which tender offers maximum value.

The responses will be marked from 0-10 using the above scoring scheme. As an example; if the highest marked response is given an 8, then they will have the full 400 marks. Lower scoring responses would have correspondingly less, so a mark of 7 – would receive 350, (e.g. 6 - 300, 5 - 250, 4 - 200, 3 - 150, 2 - 100, 1 - 50)

The tender receiving the highest mark for pricing will receive the maximum final mark for pricing being 400. Other tenders will receive a final mark that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

## Section A: 1. Form of Tender

Form	of <sup>-</sup>	Ter	ider
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#### **Shropshire Council**

Tender for market research to support the Big Conversation project

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of market research at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the UK SBS Market Research Framework RM1086 – Lot 2 terms and conditions copies of which we have received.

Sign	me
Date 5 <sup>th</sup> October 2015	
Designation Director	
Company Pye Tait Ltd (trading as Pye T	ait Consulting)
Address Royal House, 110 Station Para	de, Harrogate, North Yorkshire
	Post Code HG1 1EP

Fax No 01423 509 502

E-mail address info@pyetait.com

Tel No 01423 509 433

Web address www.pyetait.com

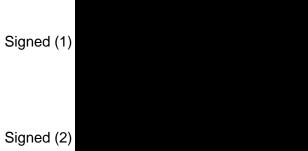
# Section A: 2. Non – Canvassing Certificate

#### Non-Canvassing Certificate

#### To: Shropshire Council (hereinafter called "the Council")

We hereby certify that We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by us or acting on our behalf has done any such act.

We further hereby undertake that We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by us or acting on my/our behalf will do any such act.



**Status Director** 

Status Business Enhancement Manager

(For and on behalf of Pye Tait Consulting)

Date 5th October 2015

# Section A: 3. Non – Collusive Tendering Certificate

Non-collusive Tendering Certificate

#### To: Shropshire Council (hereinafter called "the Council")

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

We certify that this is a bona fide Tender, intended to be competitive and that 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 person.

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

- (a) communicating to a person other than the Council 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 for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying 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 Tender or proposed Tender for the Services any act or omission.



(For and on behalf of Pye Tait Consulting)

Date 5<sup>th</sup> October 2015

### 4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

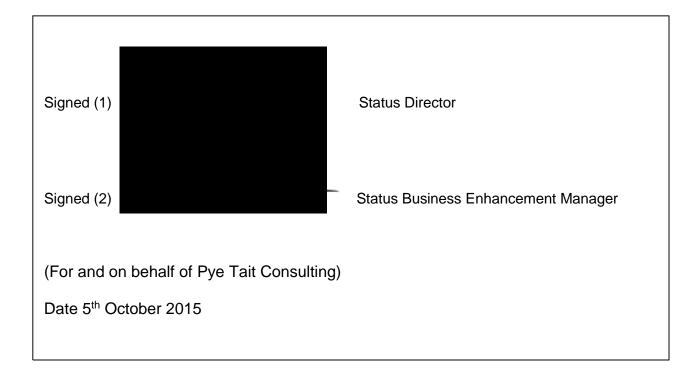
No

If yes, please give details:

Name	Relationship

#### Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.



### **SECTION B**

### 1. Supplier Information

1.1 Supplier details		Answer
Full name of the Supplier completing the Tender	Pye Tait Ltd (trading	as Pye Tait Consulting)
Registered company address	Royal House, 110 Station Parade, Harrogate, North Yorkshire HG1 1EP	
Registered company number	04001365	
Registered charity number	N/A	
Registered VAT number	755831214	
Name of immediate parent company	N/A	
Name of ultimate parent company	N/A	
Please mark 'X' in the relevant	i) a public limited company	□ Yes
box to indicate your trading status	ii) a limited company	X Yes
	iii) a limited liability partnership	□ Yes
	iv) other partnership	□ Yes
	v) sole trader	□ Yes
	vi) other (please specify)	□ Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply	i)Voluntary, Community and Social Enterprise (VCSE)	□ Yes
to you	ii) Small or Medium Enterprise (SME) <sup>1</sup>	X Yes
	iii) Sheltered workshop	□ Yes
	iv) Public service mutual	□ Yes

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<sup>&</sup>lt;sup>1</sup> See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/

#### personal info

1.2 Contact details		
	Supplier contact details for enquiries about this tender	
Name		
Postal address	Royal House 110 Station Parade Harrogate North Yorkshire HG1 1EP	
Country	England	
Phone	01423 509 433	
Mobile		
E-mail		

#### **SECTION C - TENDER SCHEDULE**

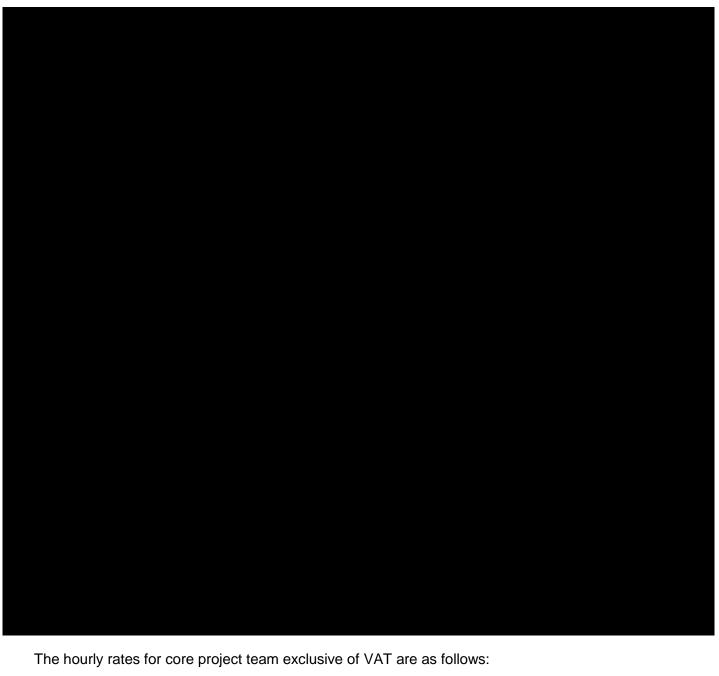
1.	Pricing Schedule – 40%
1.1	We have a budget of up to £50,000 for the Big Conversation. The work for this project as described in the Contract Description must be completed by March 2016. We may re-engage with the successful research agency beyond this date, subject to mutual agreement and further funding becoming available.
	To assess the pricing, we are looking at the greatest value the current available budget can achieve. Please set out your plan on how this money would be spent and your timeline to March 2016. Your response should include:-
	<ul> <li>a) Your Total Costs, including a full breakdown against key areas of activity – this is to include working in partnership with Ip&amp;e to support 5 discussion groups around the county</li> <li>b) Your hourly rate and the numbers of 7.5hr working days equivalent you would</li> </ul>
	provide/month c) Whether you will charge for expenses separately N.B. Shropshire Council will set a cap /month on expenses d) How the proposal provides value for money /what innovative practises you
	will provide

a) Your Total Costs, including a full breakdown against key areas of activity – this is to include working in partnership with Ip&e to support 5 discussion groups around the county

Our total costs for the project are as follows:









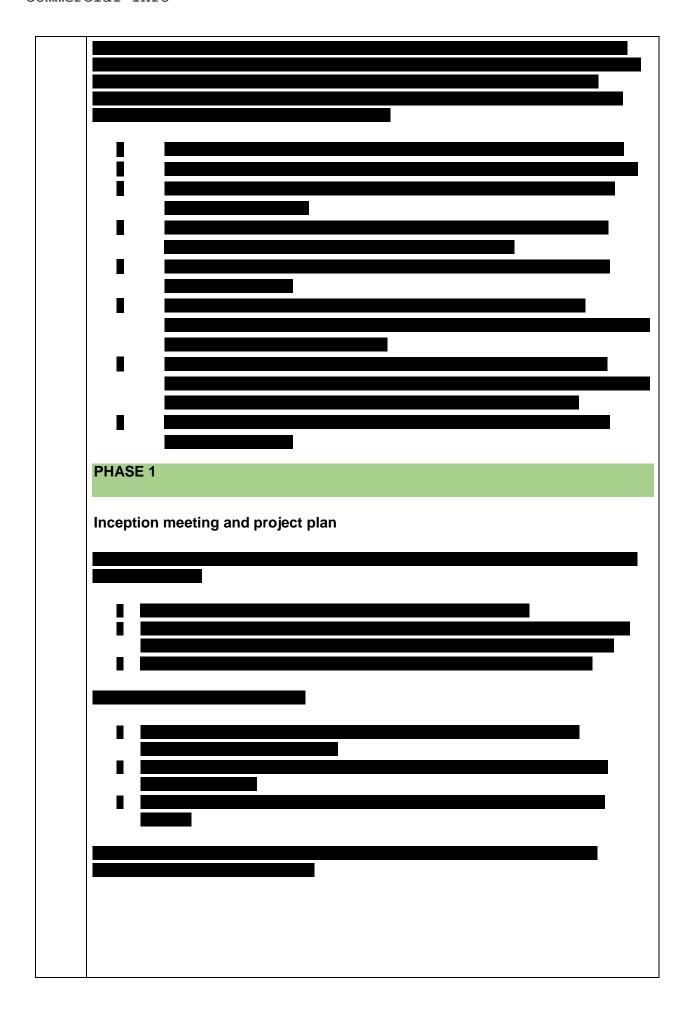
c) Whether you will charge for expenses separately. N.B. Shropshire Council will set a cap /month on expenses.



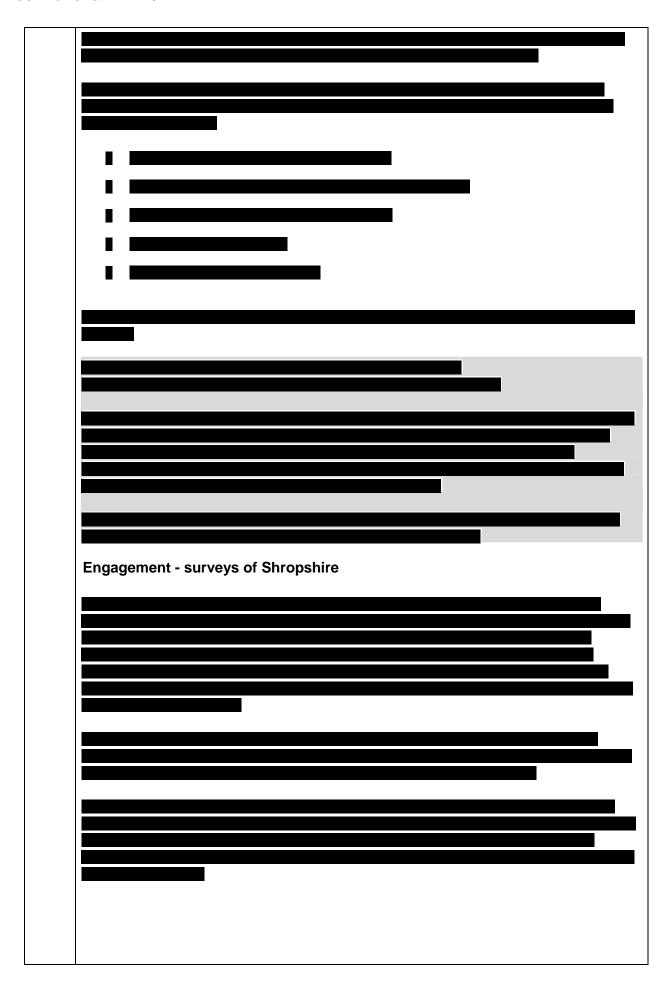
d) How the proposal provides value for money/what innovative practises you will provide

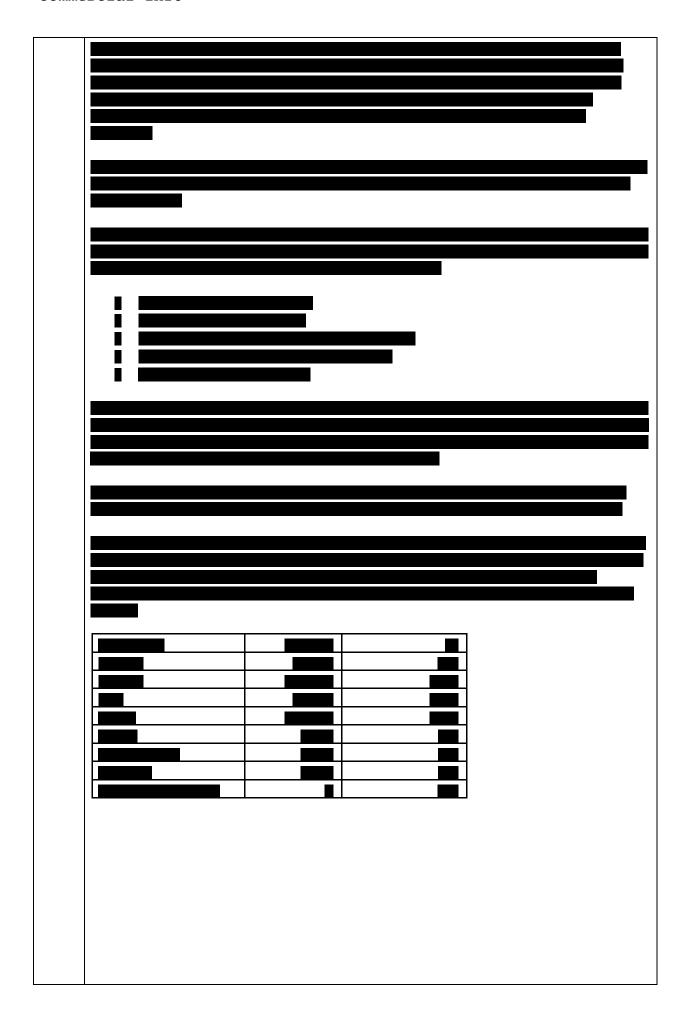


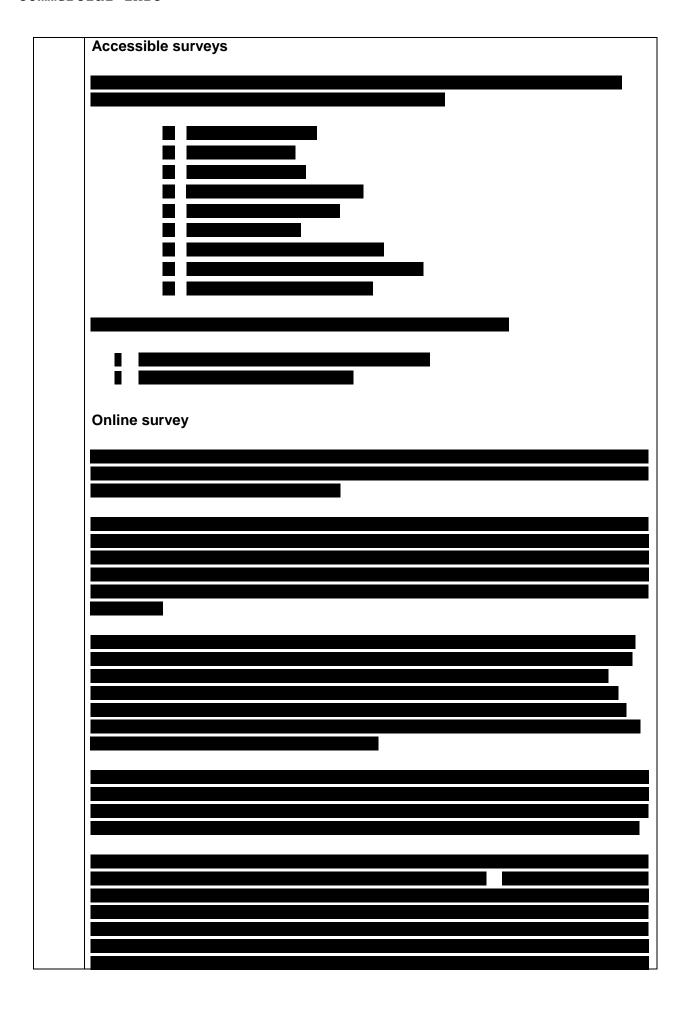
Methodology – 30%
Please provide a detailed response on the approach to be taken to the work as described in the Contract Description and accompanying Background information, your proposed methodology, timetable and any comments on anticipated deliverables. Please illustrate the robustness of your chosen methodology by reference to your previous experience.  This should include your proposed use of engagement feedback and how this will inform our next steps.
Understanding your requirements

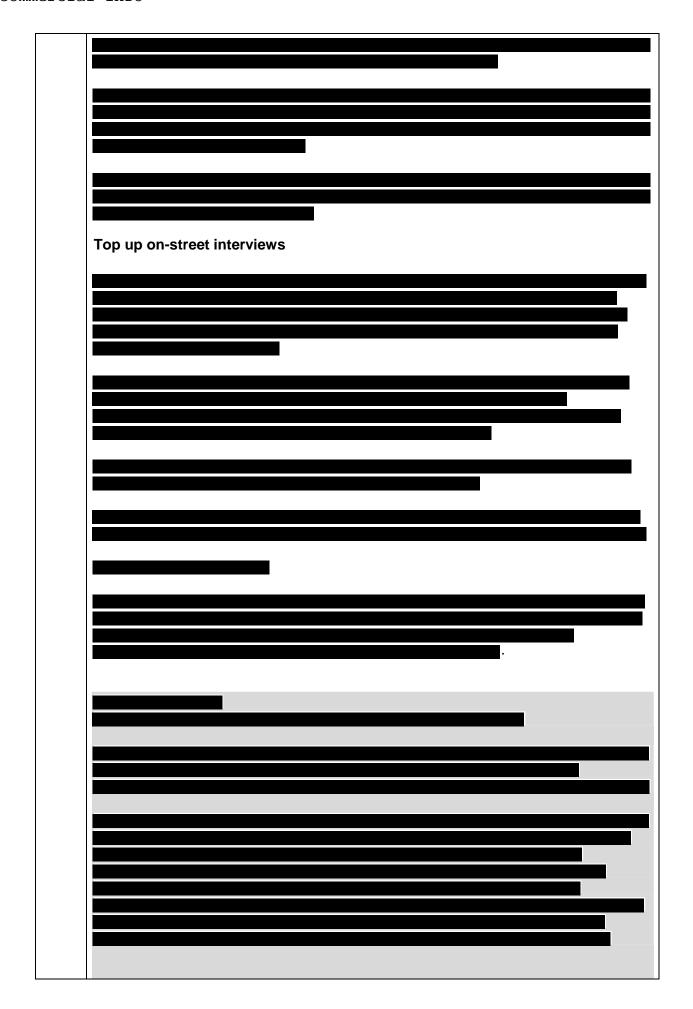


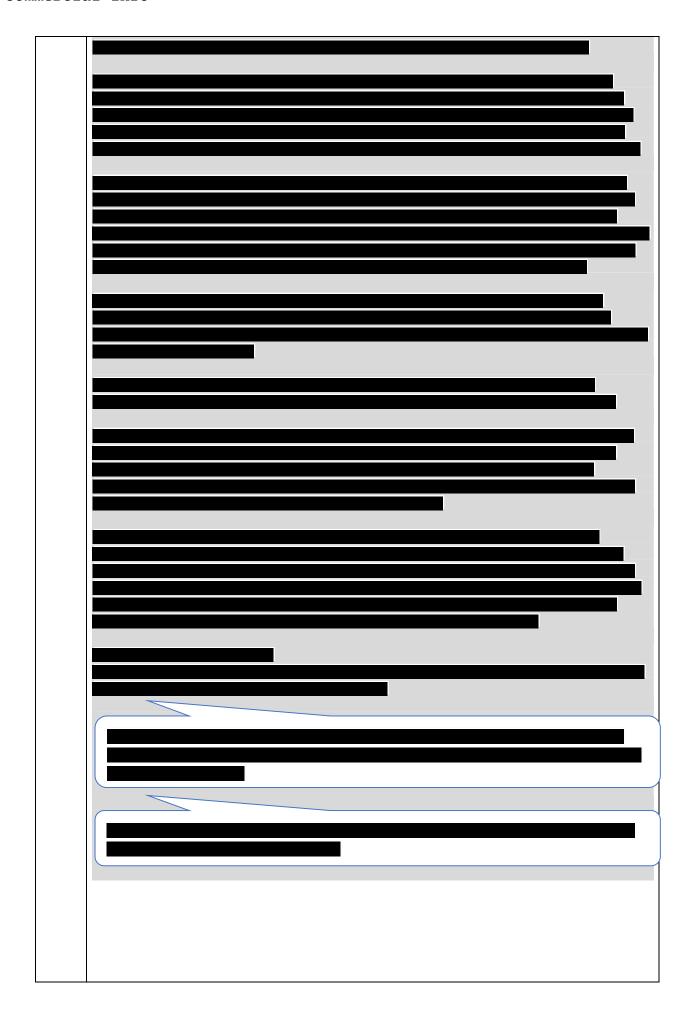
	to face meetings, site visits and progress reporting
Devel	opment of the initial stakeholder engagement plan and training
I	
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Comr	nunications about the framework -
Stake	holder engagement training session







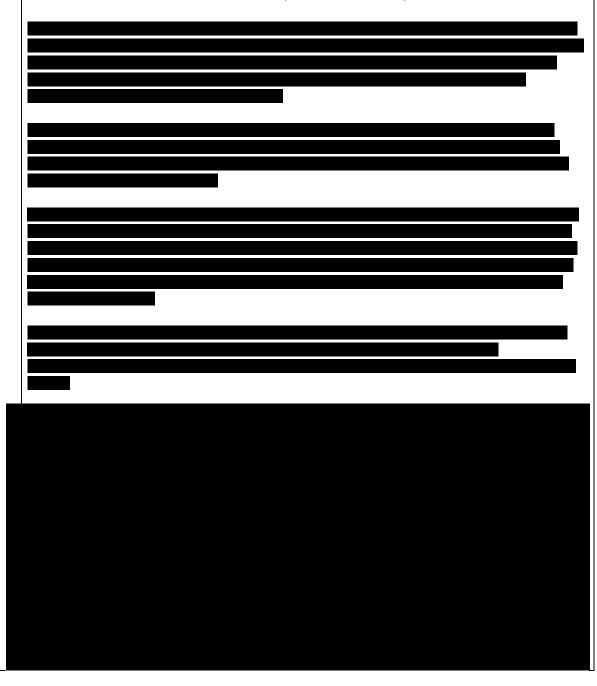


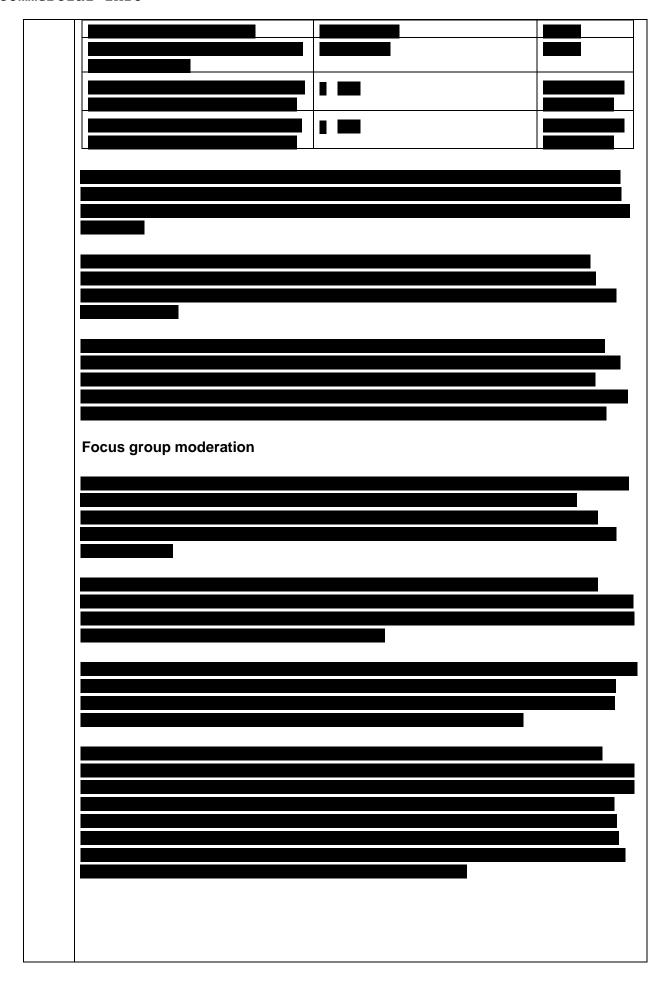


## PHASE 2 - FOCUS GROUPS AND WORKSHOP

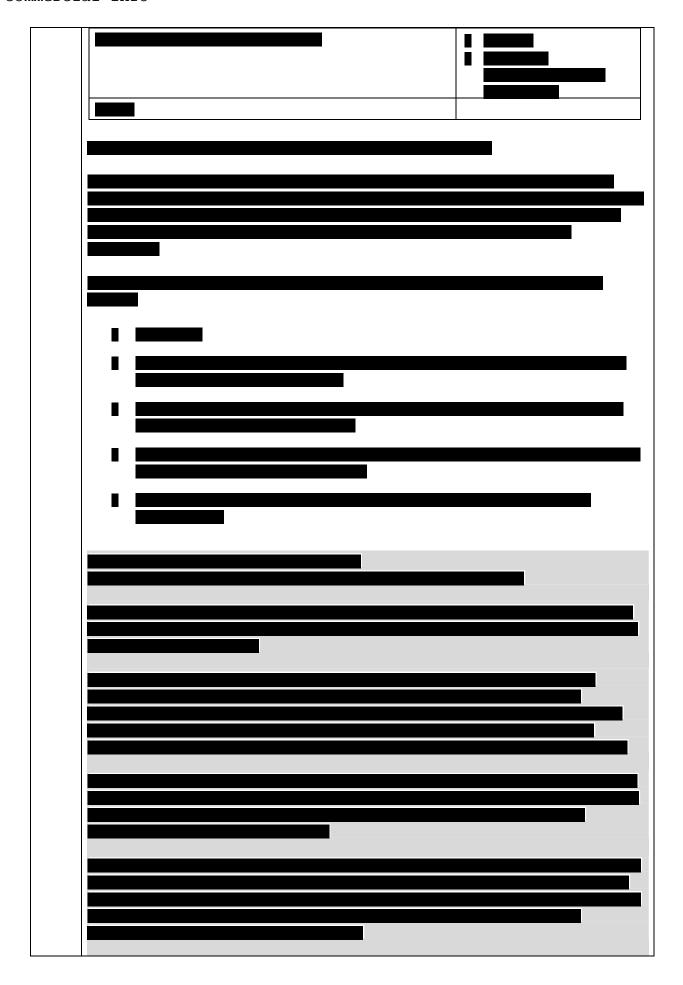
This phase involves partnership working with ip&e Ltd and Shropshire Council to scope who to involve and when to involve them. At this stage, we would anticipate that the target audience/stakeholders for this phase of the consultation include:

- Shropshire residents including Shropshire Council Consultation Group and young people;
- Shropshire businesses;
- VCS;
- Town and parish Councils (including Councillors); and
- Partners (such as Shropshire Chamber of Commerce, Shropshire Community Health NHS Trust, Shropshire Infrastructure Partnership) and the Local Joint Committees (there are 34 LJCs)

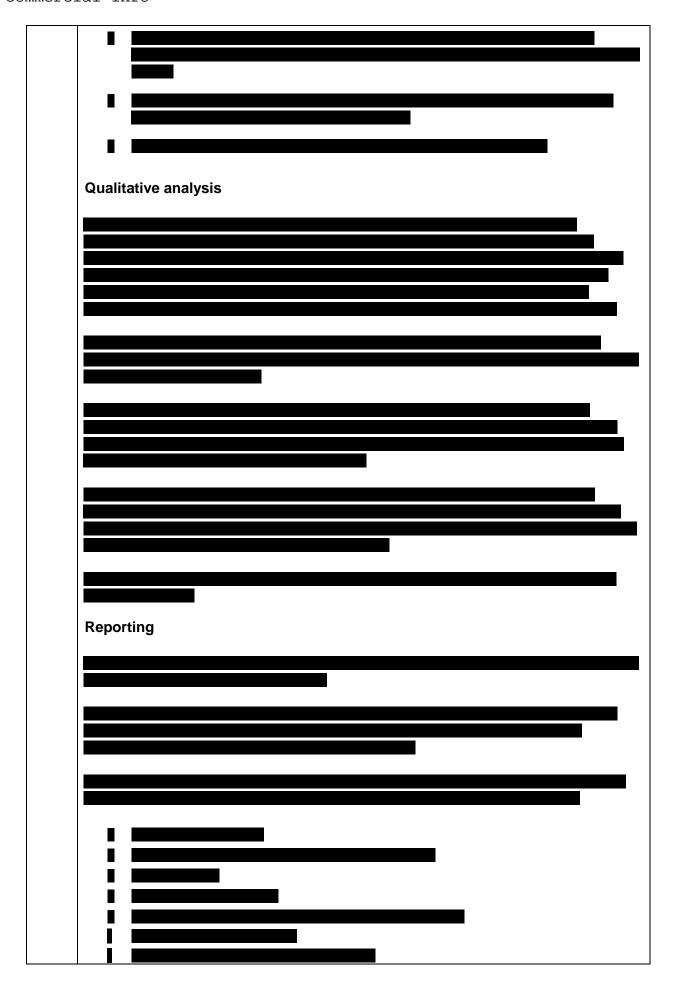


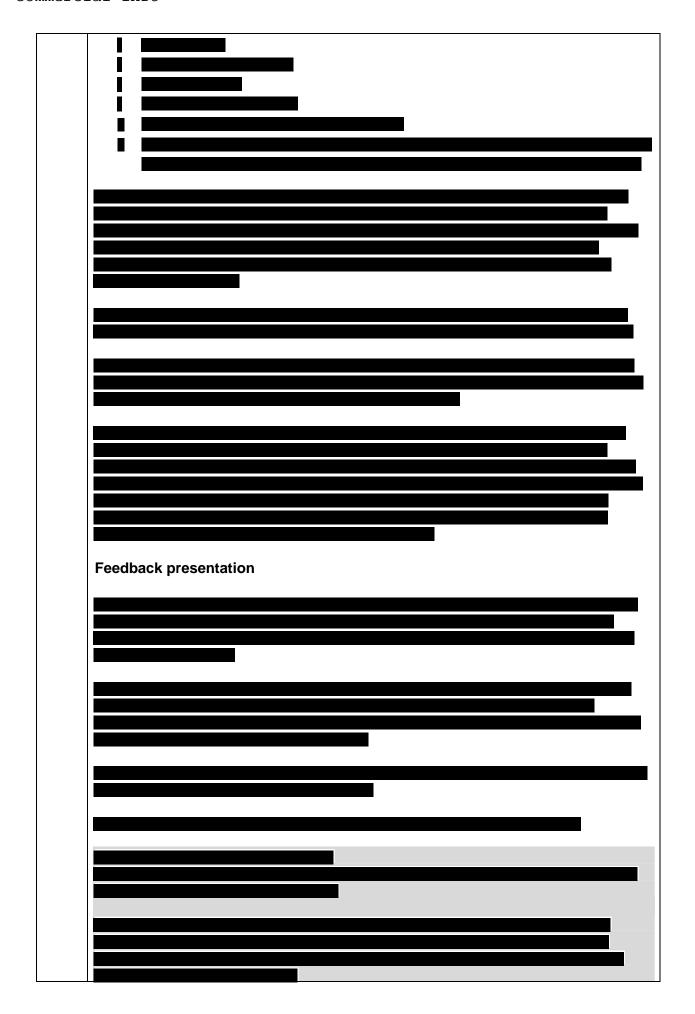


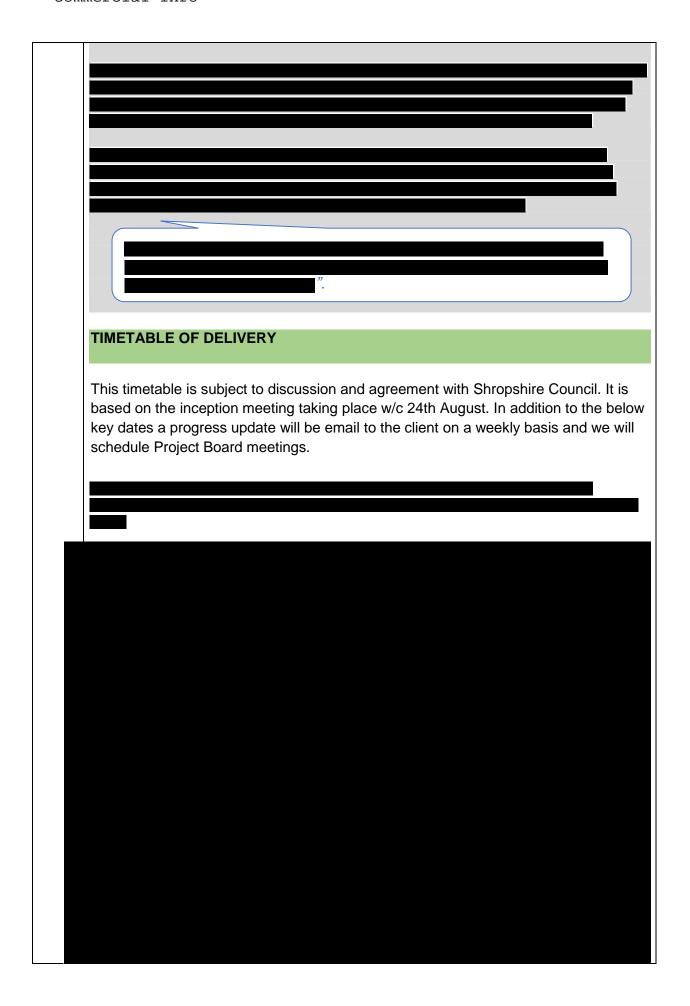
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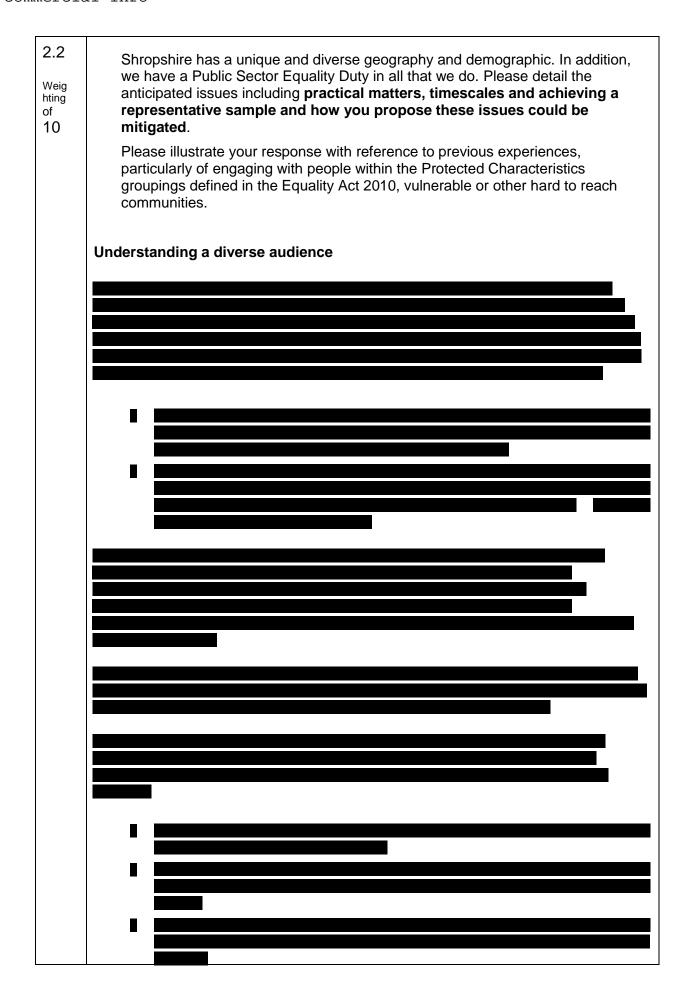


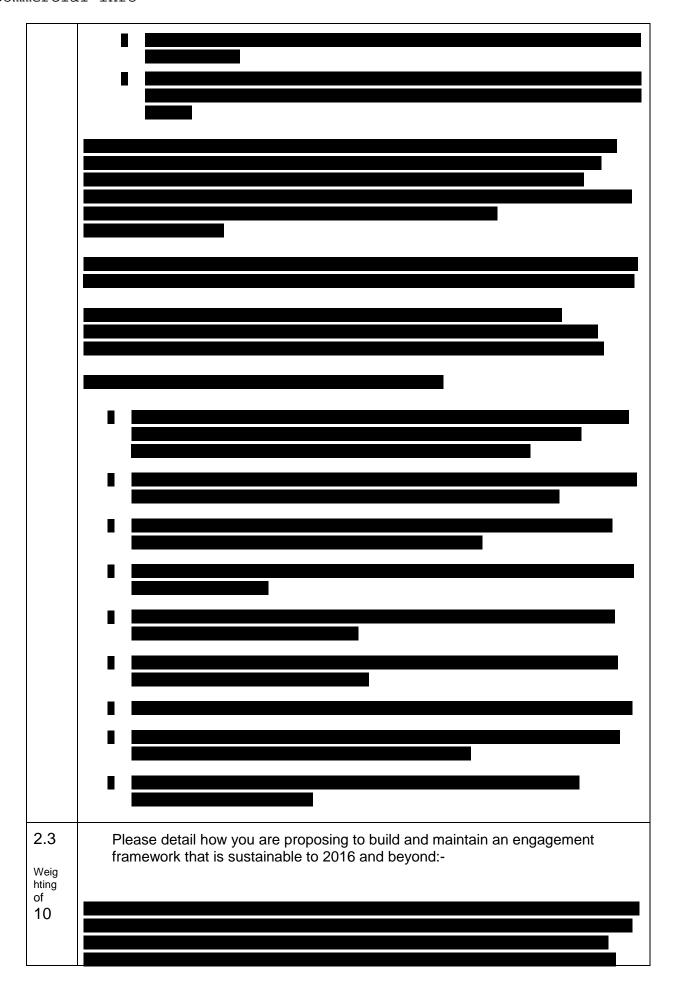
development of the Tower Hamlets 2015-19 Community Plan and Budget.
PHASE 3: ANALYSIS, REPORTING, ACTION PLANNING AND FINALISATION THE FRAMEWORK
THE FRAMEWORK
Quantitative analysis of the survey data

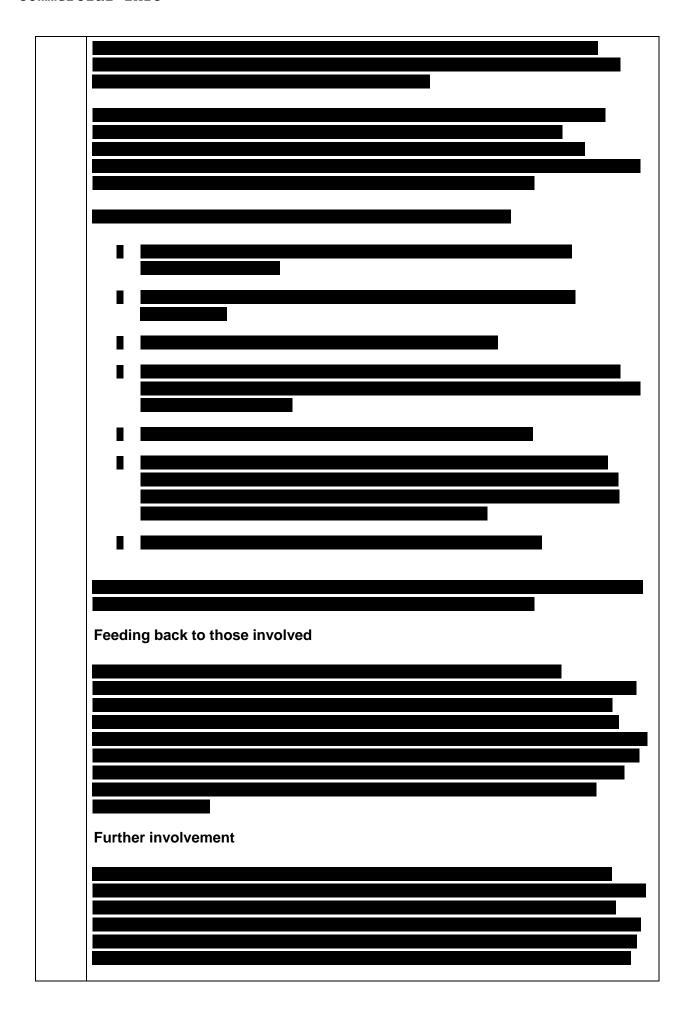






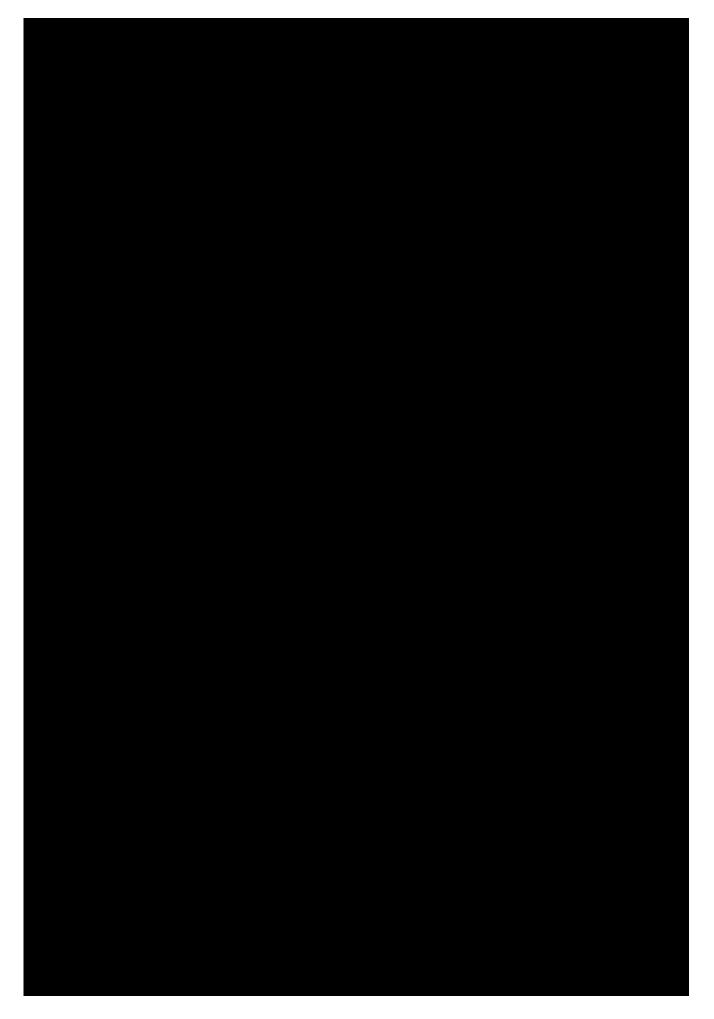


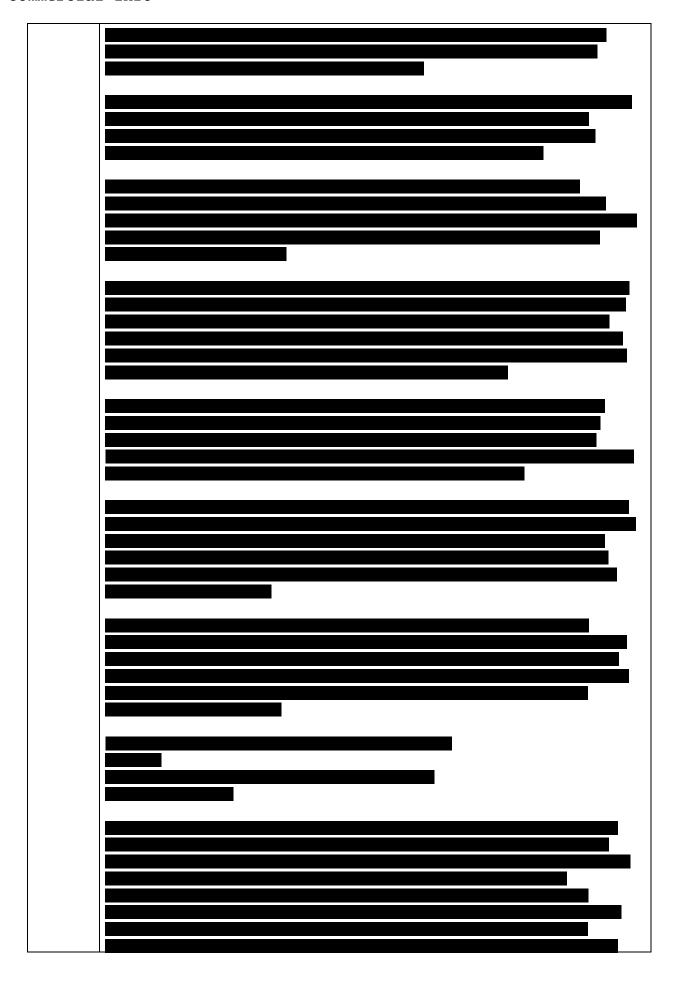


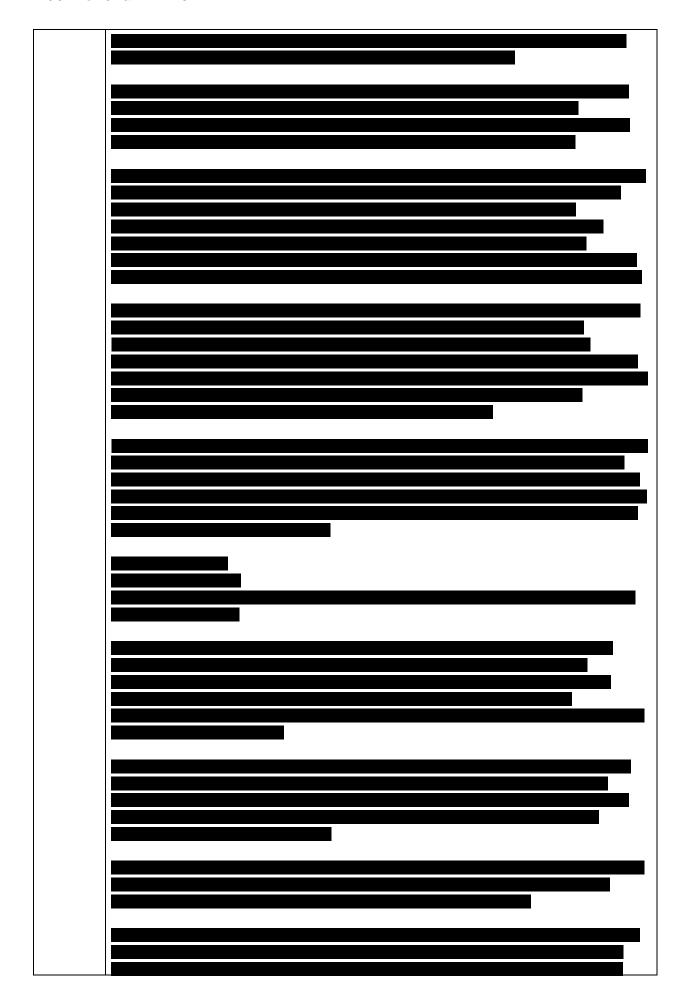


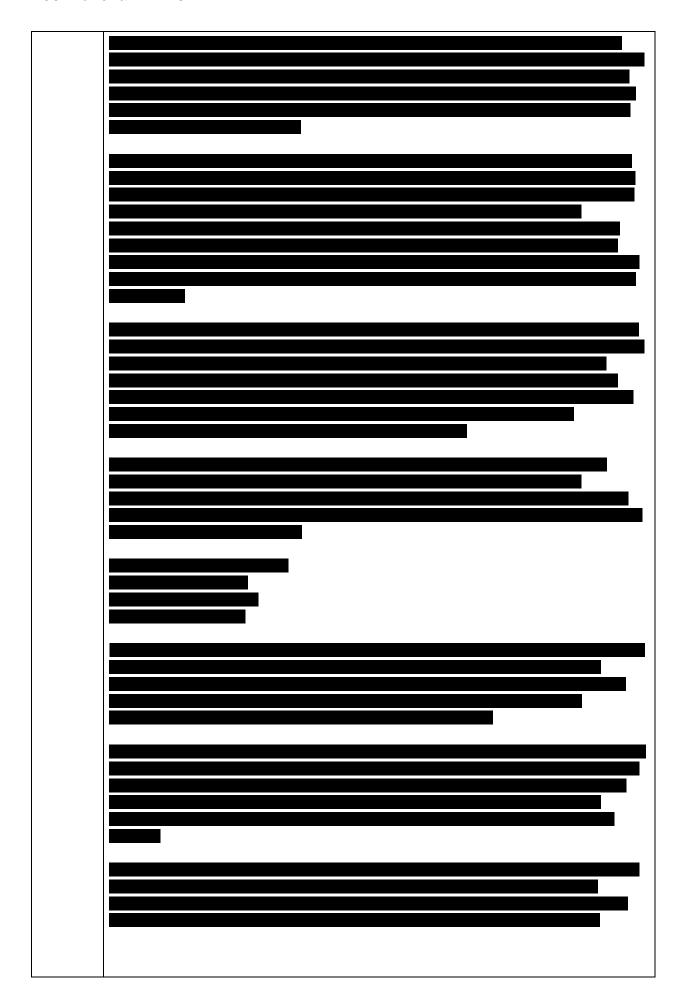
Understanding of public opinion and recommendations for further engagement
Partnership working and the stakeholder engagement framework/plan

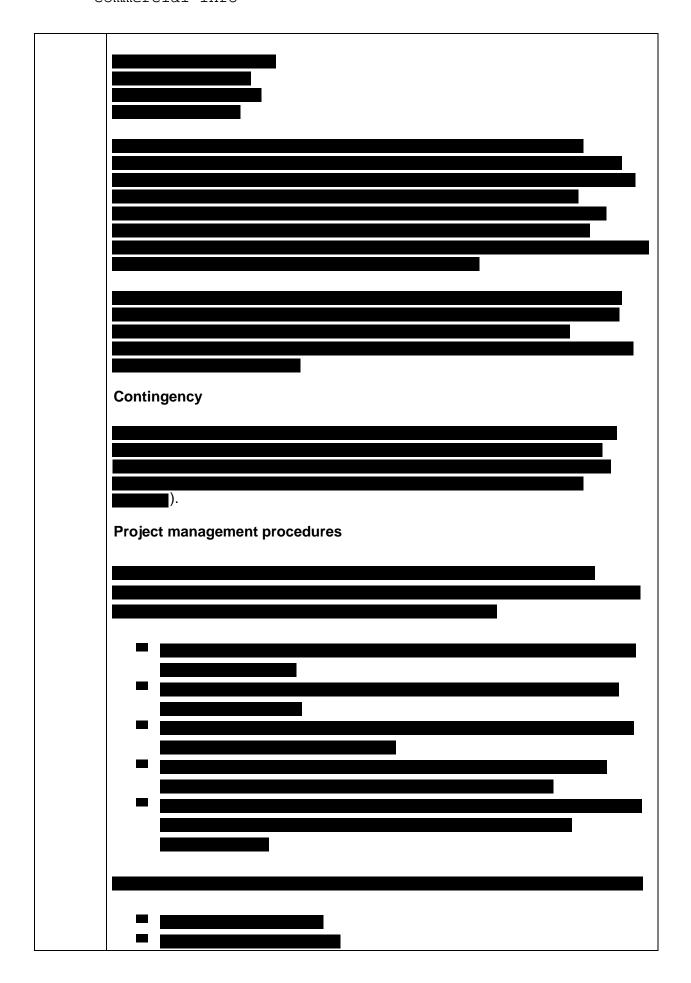
3.	Staff & Experience – 10%
Weightin g of 10	Please detail how many staff will be dedicated to this service delivery, their names and their levels of experience and qualifications.
	The team and their roles

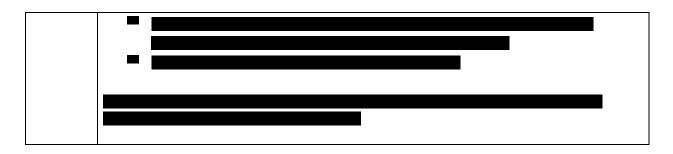








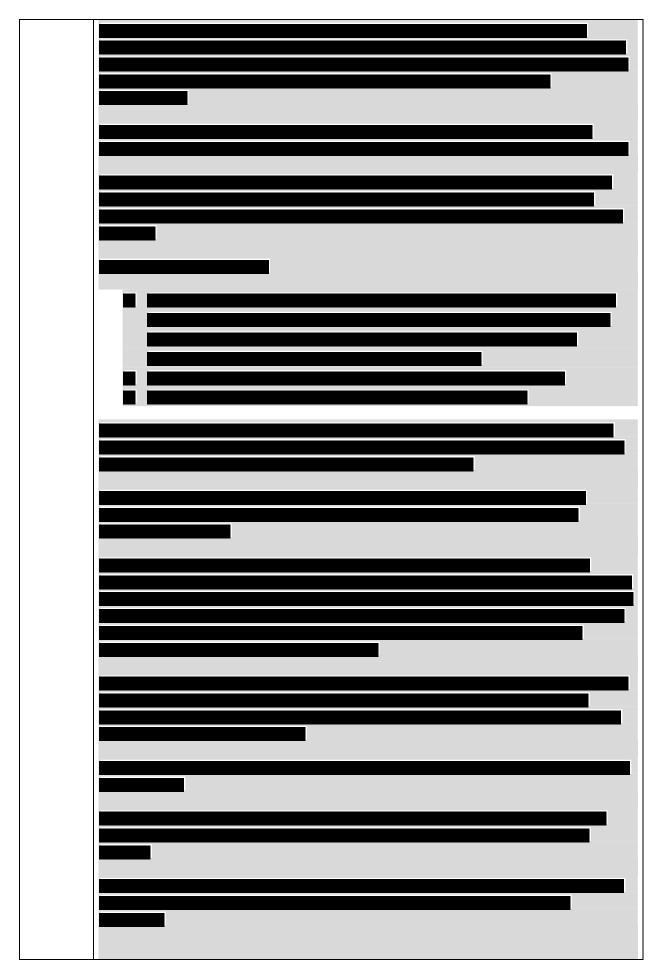


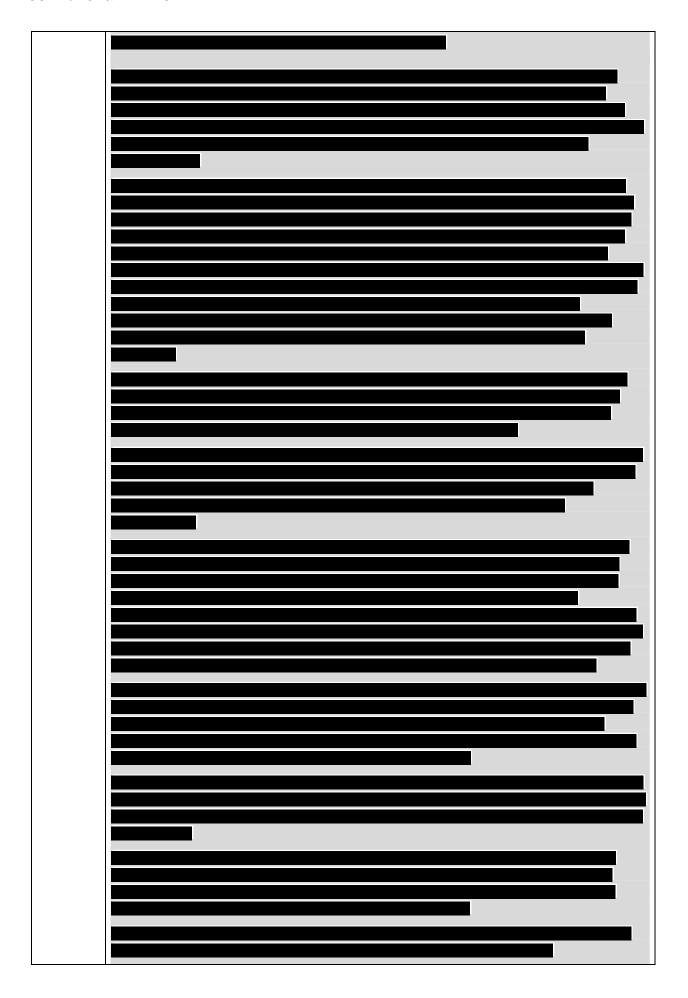


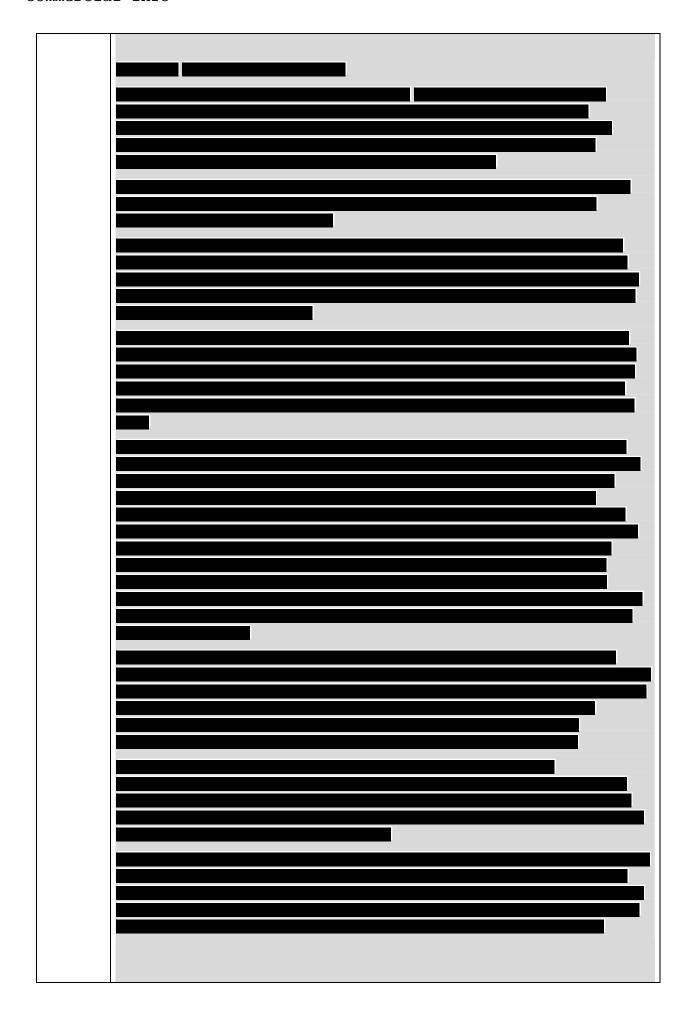
4.	Technical Capabilities – 20%
Weighting of 20	The successful provider will analyse structured and unstructured data, which will include natural language processing.
	Please illustrate how you will apply statistically viable technologies in sampling the analysis of feedback. Please also demonstrate the format that this will be reported in and illustrate your methodology by reference to previous projects.

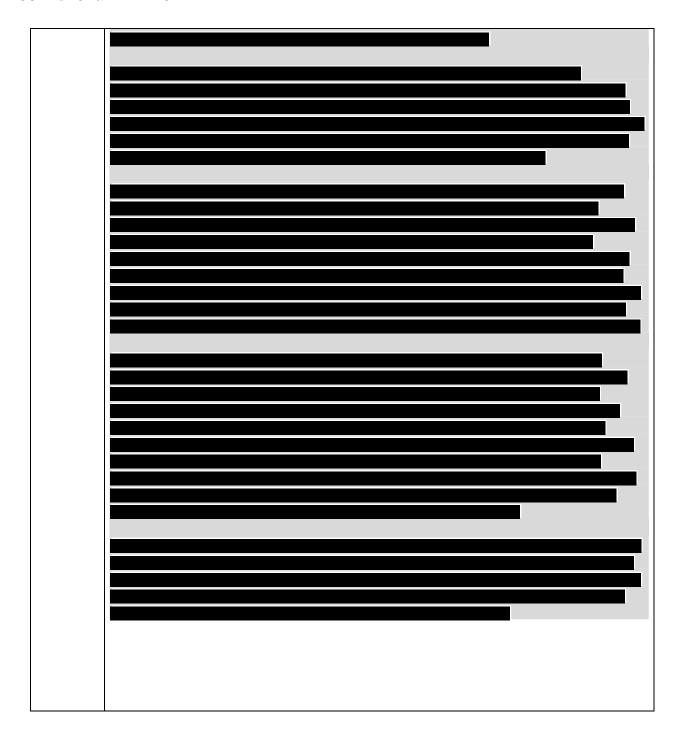
Analys	is of qualitative data (o and workshops)	pen-ended ques	stions to the survey	, focus
9.000	, and the same of			
•				
•				

Analys	sis of quantitative	data (survey)	
Repor	ting		
Projec	t examples		











personal & commercial info

Pye Tait Ltd (trading as Pye Tait Consulting)
Royal House
110 Station Parade
Harrogate
North Yorkshire
HG1 1EP

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Date:

15 October 2015

Sent by email to:

**Dear Sirs** 

QON 001 -Further Competition (RM1086 - Lot 2) for Market Research to Support the Big Conversation

SHROPSHIRE COUNCIL

SUBJECT TO CONTRACT

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

We can confirm that your tender received the following scores and ranking:-

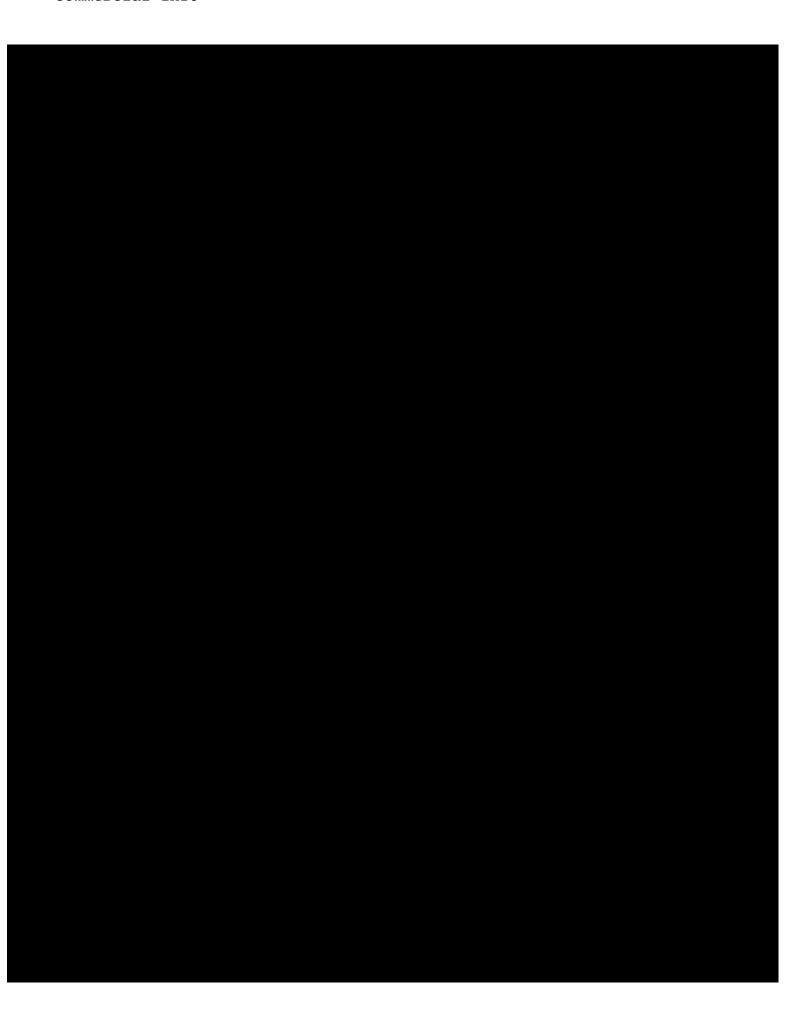
Criteria	Your Weighted Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of all 3 tenders received)
Quality			
Price			
Overall			

For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table overleaf. We have also included some commentary to the marks:











Yours faithfully

Procurement Manager
Procurement & Contracts
procurement@shropshire.gov.uk