



Please Ask
for: Kari Moodie
Direct Dial:
Our Ref: HLH-ITQ-0218
Date: 30 April 2018
e-mail: kari.moodie@highlifehighland.com

Dear Sir/Madam

**High Life Highland and High Life Highland (Trading) C.I.C.
Invitation to Quote for the Provision of Collections Research and Engagement**

The Highland Council has established High Life Highland (HLH) (the Contracting Authority) as a company limited by guarantee (with charitable status) with the Council as the sole member and with a wholly owned trading company. From October 2011, HLH has delivered Community Learning and Leisure Services on behalf of the Council, with the aim of enhancing the quality of life in the Highlands by developing, delivering and promoting leisure and learning opportunities.

High Life Highland (Trading) C.I.C. has been established as HLH's trading company and takes the form of a community interest company limited by shares with the whole share capital being held by HLH. The function of the trading subsidiary is to develop the non-primary activities of the parent charity, such as retailing and merchandising, to support of the charitable objects of the company.

I am pleased to invite you to quote for the Provision of Collections Research and Engagement and have enclosed the following documents:

- A. Instructions and information on the quotation procedures;
- B. Form of Quote;
- C. Proposed Amendments to Contracts Documents Form;
- D. A certificate of Bona Fide Quotation;
- E. Suppliers' Charter;
- F. Pre-Qualification Questionnaire;
- G. Freedom of Information Form;
- H. Schedule of Rates
- I. Schedule of Approved sub-Service Providers

The Specification document, included in this Invitation pack contains:

- A. Terms and Conditions of Contract
- B. Specification – General Conditions
- C. Specification for the Provision of this contract

We recommend that bidders should read the contents of this specification carefully and must ensure that they respond in full. Failure to comply with any of the requirements may result in the quotation being rejected.

Quotations (and all relevant forms) require to be received by **noon on Mon 28th May 2018**. Failure to deliver your quotations by that time may result in your submission being rejected.

I look forward to receiving your quote.

Yours faithfully

A handwritten signature in black ink, appearing to read 'IM', written in a cursive style.

Ian Murray
Chief Executive

A. INSTRUCTIONS AND INFORMATION ON PROCEDURES

INTRODUCTION

These instructions are designed to ensure that all bidders have clear instructions as to the bidding process and are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Kari Moodie, Curator (Collections) on 01463 732436 or kari.moodie@highlifehighland.com if you have any doubt as to what is required or if you will have difficulty in providing the information requested. Where any questions are raised and it is felt by the Contracting Authority that clarification would be of benefit to all bidders, it will circulate both the question and the answer to all bidders.

CONDITIONS APPLYING TO THIS QUOTE

Alterations to the documents by the bidder

1. Except to put the documents into your own text creation facility, you may not otherwise alter any of the documents. In the event that you wish to seek any changes to the terms and conditions, you should detail your proposed amendments on the Proposed Amendments to the Contracts Form enclosed (Part C).

Incomplete Quote

2. Quotes may be rejected if all the information requested is not given by the deadline for submission.

Addressed Label

3. If it is specified in the covering letter that the quotes are to be submitted in hard copy, an addressed label for the return of your quote is enclosed and must be used. Envelopes/packages should bear no reference to the service provider by name.

Receipt of Quotes

4. Quotes will be received up to the time and date stated. Please ensure that your quote is delivered not later than the deadline specified in the covering letter. Electronic quote submissions are permissible if forwarded to hlh.business.support@highlifehighland.com – these must be received by the deadline. The onus is on the bidder to ensure these have been delivered timeously. The Contracting Authority will not consider quotes received after that time. **Quotes not received as prescribed by these instructions will not be considered.**

Award of Contract

5. By issuing this invitation the Contracting Authority is not bound in any way and does not have to accept the lowest or any quote and reserves the right to accept the whole or any specified part of the quote unless the bidder expressly stipulates otherwise.

Period for which Quotes shall Remain Valid

6. Quotes shall remain valid for one hundred and twenty days from the closing date for receipt of quotes or such longer date as may either be specified by the bidder or agreed between the bidder and the Contracting Authority.

Amendments to the Quote Documents by HLH

7. The Contracting Authority reserves the right to amend the enclosed quote documents at any time prior to the deadline for receipt of quotes. Amendments will be numbered and where amendments are significant, the Contracting Authority may at its discretion extend the deadline for receipt of quotes.

Resolution of Supplier Proposed Amendments and Contractual Status

8. Where bidders propose changes to the Contract Documents in the form annexed (Part C) it shall be at the sole discretion of the Contracting Authority whether such amendments are acceptable. Note that amendments which constitute a material variation to the contract or its terms and conditions (and it is at the Contracting Authority's sole discretion to determine what is considered to be material variations) will not be permitted, and your quote may be disqualified if you submit such a proposed variation and refuse to withdraw it or vary it such that it becomes non-material/acceptable. Any changes that are acceptable will be incorporated by the Contracting Authority and the contract shall be reissued for signing. There will not be a Contract unless and until a Form of Agreement/Letter of award has been signed by the Contracting Authority and/or the amended terms and conditions have been signed by the successful bidder.

Inducements

9. Offering an inducement of any kind in relation to obtaining this or any other contract with the Contracting Authority will disqualify your quote from being considered and may constitute a criminal offence.

Collusion

10. Please note that these documents contain a "Certificate of Bona Fide Quoting" (Part D) which requires to be completed and returned. Any breach of the undertakings contained within the Certificate will invalidate your quote and may result in (i) your quotation being rejected or (ii) any contract entered into pursuant to the quotation being terminated.

Costs and Expenses

11. You will not be entitled to claim from the Contracting Authority any costs or expenses which you may incur in preparing your quote whether or not your quote is successful.

Debriefing

12. Following the award of Contract, debriefing is offered to Service Providers. Service Providers requiring debriefing must notify the Contracting Authority at the time.

Qualification

13. Bidders are requested to complete the Pre-Qualification Questionnaire (Part F) and return it with their submissions. Any bidders who either (i) fail to complete the questionnaire or (ii) fail any element shall not move forward to the evaluation stage.

Evaluation Criteria

14. The quote process will be conducted to ascertain the quote offering best value to the Contracting Authority as outlined below.
15. The award criteria will be in compliance with current Public Sector Contracts legislation. Your response to our requirement will be evaluated under the following headings. Please note that the order in which the criteria are listed does not imply relative importance:-
 - a) Qualitative aspects including Service Delivery/Professional competence /Quality Issues which will account for **75%** of the evaluation criteria
 - Appropriateness of the solution to the requirement and that of its quality standard (25%);
 - The quality and quantity of resources being provided and evidence of previous experience of similar projects (50%); and
 - b) The overall contract price, having taken into account any other risks or benefits to the Contracting Authority including any cost or saving resulting from the setting-up and running of the contract, which will account for **25%** of the evaluation criteria.

Requirements for the bidders proposal (including Method Statement)

16. As part of the process bidders are obliged to provide the following information:-
 - Curriculum Vitae providing details of the key staff that will be used in the delivery of the Authority's Requirements as set out in the specification;
 - The Method Statement or proposal for meeting the Authority's requirements (see information on Method Statement below);
17. A Method statement is requested as part of the quote and is intended to give bidders an opportunity to show how they can provide the goods or service and give the Contracting Authority insight into the company's method of operation. Areas that can be included in the method statement are:
 - Evidence of their understanding of the specification and their method of working;

- How they intend to deliver the contract and in what timescale;
 - How the program will be resourced;
 - The appropriateness of the supplies proposed and their standard of quality;
 - Their definition of quality and how they measure quality;
 - Whether all of the requirements have been covered and can be met;
 - The degree of efficiency and effectiveness of the proposed working methods;
 - Known performance or current/past experience in the supply of the required goods and provision of support services;
 - Risk and contingency arrangements including proposals for responding to change or emergencies;
 - Customer liaison arrangements including procedures for dealing with technical difficulties and problems;
 - Company policies (e.g. environmental, Health and Safety, energy efficiency);
 - Proposed sub-contractors;
 - Transitional / start-up arrangements;
 - Training; and/or
 - Proposals for continuous improvement.
18. Bidders can also cover any other areas they feel appropriate in the Method Statement, the above is simply designed to assist service providers in their understanding of what is required by the Contracting Authority. However bidders should not include general marketing material.

Documents to be returned

19. The bidders shall return the following documents:-
- Signed Form of Quote (Part B);
 - Signed Form of Proposed amendments to Contract Documents Form indicating any proposed changes to the terms and conditions (and if none – please state none) (Part C);
 - A certificate of Bona Fide Quotation (Part D);
 - Suppliers' Charter (Part E);
 - Pre-Qualification Questionnaire (Part F);
 - Freedom of Information Schedule (Part G);
 - Schedule of Rates (Part H);
 - Schedule of Approved sub-Service Providers (Part I), where necessary, and
 - The bidder's proposal (including CV's of the proposed key staff and method statements).
20. When submitting paper documents, the Quote comprising of all the information requested must be returned in its entirety securely bound. Please provide one original clearly marked as such and one copy, with the exception of audited accounts (if required) in respect of which only one copy of each year's accounts is required.

Alternative Quotes

21. All Quotes must be fully compliant with all material requirements of the Contract and this Invitation to Quote. Subject to the submission of a compliant quote, you may also submit an alternative price and method for meeting the requirement which the Contracting Authority, at its sole discretion, may or may not pursue.

Framework contracts

22. Where this ITQ relates to a framework contract, the covering letter and the specification will specify that this relates to a framework and will also specify the arrangements for the framework.

Confidentiality and Freedom of Information

23. You must treat all information supplied by the Contracting Authority in confidence and not disclose to third parties except insofar as this is necessary to obtain sureties or quotations for the purposes of submitting the quote.

Freedom of Information

24. Suppliers should note that the Contracting Authority is bound by the provisions of the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004. All information submitted to the Contracting Authority may therefore need to be disclosed and/or published by the Contracting Authority in compliance with these Acts (the decisions of the Authority in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court, tribunal or body to order disclosure (including the Scottish Information Commissioner).
25. Accordingly, if the bidder considers that any of the information included in his submission should not be disclosed by the Contracting Authority it should be identified in Part G (Freedom of Information Schedule).
26. In terms of the Freedom of Information (Scotland) Act 2002, information may be exempt from disclosure if it is:
 - a trade secret;
 - information which is likely to substantially prejudice someone's commercial interests if disclosed (this could be the bidder's interests or the Contracting Authority's);
 - personal data where disclosure cannot be justified in terms of the Data Protection Act 1998;
 - subject to an enforceable obligation of confidentiality. (This means that the information should be recognisable as confidential in nature and must not be in the public domain already; it must have been received in circumstances which impose an obligation to maintain confidentiality on the person receiving it; and any unauthorised disclosure would cause harm to the confider).

Suppliers should therefore seek to ensure that those parts of the bidders submission which they would prefer not to be disclosed fall into those broad categories. The Contracting Authority is more likely to resist disclosure and be able to justify non-disclosure of information in response to an FOI request if the suggested “non-disclosure” items are restricted to these categories. Please note that the Contracting Authority reserves the right to disclose even agreed Non-Disclosure Items if it is satisfied (acting reasonably) that it is in the public interest for the information to be disclosed (the decisions of the Contracting Authority in the interpretation thereof shall be final and conclusive).

It should be remembered however, that, even where the quote indicates that the bidder would prefer for certain information not to be disclosed, the Contracting Authority reserves the right to disagree with this classification. Even when the Contracting Authority agrees that the information has been correctly identified, it may nonetheless be required to disclose it or elect to do so in the public interest. Receipt by the Contracting Authority of any material marked ‘confidential’ or equivalent should not be taken to mean that the Contracting Authority accept any duty of confidence by virtue of that marking.

In all cases, the Contracting Authority may publish (either proactively or in response to a request) the following information:

- The identity of all bidders;
- Overall value of the Contract awarded (or a general indication of the rates applicable under the Contract);
- The value of all Quotes received (not necessarily correlated to the identity of the Suppliers);
- General performance standards to be achieved under the Contract;
- Performance and progress monitoring arrangements; and
- Early completion incentives and damages or retentions for failure to meet targets.

Bidders should therefore avoid flagging anything as a Non-disclosure Item material which falls into the above categories.