

INVITATION TO TENDER

TENDER FOR THE PROVISION OF A COMMUNITY SAFETY WARDEN INITIATIVE FOR COUNTY FERMANAGH

TENDER REFERENCE 15 TNDR COMMS 002

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CONTACT INFORMATION

TENDER FOR A COMMUNITY SAFETY WARDEN INITIATIVE FOR COUNTY FERMANAGH

15 TNDR COMMS 002

Name of Tenderer:
Address:
Postcode:
Telephone:
Mobile:
*Email:
*Please note that this email address WILL be used for all tender correspondence with regard to this tender.
Contact Name (Print in Caps):
Position in organisation:
Signature: Date:
Closing date for submission of tender: no later than 12.00 Noon Friday 21 August 2015

LATE SUBMISSIONS WILL NOT BE ACCEPTED

SECTION 1: INTRODUCTION & BACKGROUND

Introduction and Background

Fermanagh and Omagh Policing and Community Safety Partnership (PCSP), from 1 June 2015, will be made up of elected and independent members and representatives from a range of statutory organisations. The second Strategic Objective of the PCSP is to improve community safety by tackling crime and Anti-Social Behaviour.

This initiative will provide, as a minimum, two Community Safety Wardens for County Fermanagh in partnership with NI Housing Executive and the Police Service of Northern Ireland. The wardens will be recruited through procurement and will work 40 hours per week each, until **31 March 2016.** If funding becomes available at this point, the programme will be extended for a further 12 months.

As a minimum, the wardens will work 80 hours per week (40 hours per warden) and a patrol vehicle (supplied by the winning supplier) will be used for the purpose of transportation whilst on duty. The Wardens work will focus on low level anti-social behaviour and community reassurance in areas where Anti-Social Behaviour is prominent.

The Wardens will compliment, where necessary, to the Council's existing Enforcement Officers – for example the current Council Dog Wardens, Litter Wardens, Clean Neighbourhoods Monitoring Warden, amongst others.

The winning supplier should operate a 'Real Time Patrol System' where strategic points around Enniskillen (agreed by PCSP/ the Council / winning supplier) will allow the wardens to update information automatically through a secure electronic point.

Through this system PCSP and Council Officers would get evidence of incidents (as the Warden will have the ability to take a picture and upload with a brief note). All images will also be time stamped and therefore can be used to mitigate some claims. This will allow the PCSP/Council Officers to forward the incident on to the relevant authority/organisation.

Role of the Community Safety Wardens

Essentially the role of both Wardens will be to provide high visibility patrolling in key priority/strategic areas within County Fermanagh. These key strategic/priority areas will be discussed with the winning supplier after consultation with the

Northern Ireland Housing Executive, PSNI,PCSP and the relevant Council departments.

The Wardens will also work with local communities to engage with them and build relationships, where previous authority figures (i.e. the Council and PSNI, etc) may have been targeted with abuse or were simply unwelcome.

The Wardens will also target working with young people within the priority areas. Some young people may be getting caught up in anti-social behaviour or negative activity. In these instances the Wardens should use their experience to interact with the young people and engage with them. Where necessary the Wardens could refer the young people (or their parents) to the appropriate agencies or organisations that may be able to help.

One further key aspect of the Community Safety Warden Scheme will be Community Engagement. Especially in the current climate of budget cuts, the Wardens will be expected to:

- Participate in community meetings/events, where possible.
- Link in closely with Neighbourhood Watch Co-ordinators
- Work with communities on persistent issues.
- Interact and look out for vulnerable residents.

Section 2: THE ROLE OF THE SUCCESSFUL TENDER

Key Requirements for Potential Suppliers

The winning service provider will provide warden services to work alongside key partners such as PCSP, Fermanagh and Omagh District Council, the NI Housing Executive, and the PSNI to identify agreed target areas and provide personnel to deal with anti-social behaviour issues, along with other issues, which may arise during key times (i.e. evenings and weekends).

The role of the Wardens will also include dealing with illegal behaviour and liaising with key community and agency personnel to deal with problems effectively and to the highest professional standards.

It is anticipated that the Wardens will have a key liaison role with community based organisations to improve the roll out of the service.

The location of the Wardens services will be within Enniskillen, Irvinestown and Lisnaskea, however on occasions the Wardens may have to travel to other areas of the District to deal with specific issues.

The main aim of the Community Safety Warden Scheme will be:

- To provide a high visibility directed foot patrol service within Enniskillen, Irvinestown and Lisnaskea, and to travel to 'targeted' areas of the District where high levels of anti-social behaviour have been experienced with a view to detecting and deterring anti-social behaviour.
- To assess and monitor situations, where appropriate contacting the relevant organisation.
- To act as a point of contact for the community and statutory organisations and to provide assistance on community safety matters to residents, businesses and visitors in the targeted areas.
- Undertake crime prevention activities and information provision to residents, businesses and organisations.
- To develop relationships with residents and community groups, and implement community safety initiatives in response to identified needs.
- To attend monthly meetings with relevant agencies.

SECTION 3: TENDER REQUIREMENTS

The Service Provider must meet the Essential Elements (mandatory requirements) which are detailed from page 10 in table format.

Specifically the Winning supplier will, as part of their daily duties, proved the following to the Council/PCSP Officers:

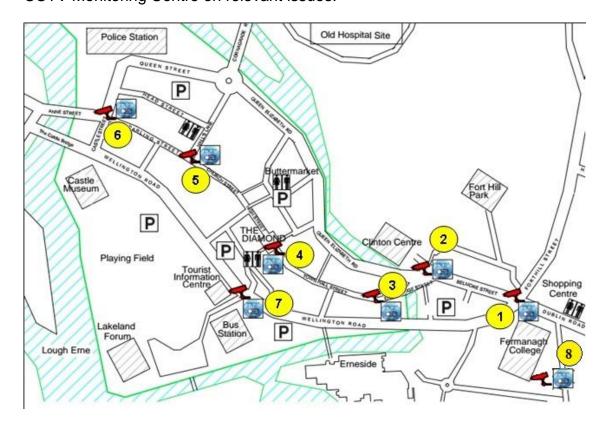
- Recruit at least two community safety wardens for Fermanagh, with a view to reducing low-level anti-social behaviour within the County and to work with the local neighbourhood policing team and other community organisations within the district.
- Oversee the management and deployment of the community safety wardens.
- Record, report and store appropriate records and statistical information related to the activities of the post and prepare and present accurate and timely reports to the PCSP as required. The reports should be at least once weekly, with a more detailed report monthly. A final report will be required to be prepared and presented to the PCSP on completion of the programme.
- Undertake any training and development.
- Develop a code of practice and operational procedures for the deployment of wardens.
- Make appropriate arrangements for the health and safety and welfare of the wardens.
- Provide the required vehicular support so that the Wardens may be responsive to need within the confines of the County.
- Promote a strategy of community reassurance within priority areas.
- Address anti-social activity at hot spots for youth related problems, including onstreet drinking, and areas where the community require a visible presence for reassurance.
- Provide appropriate reports to the relevant statutory agency for example, the Police Service, the Council's Environmental Health Department (noise nuisance), the Northern Ireland Housing Executive or the Council's Technical Services Department.
- Communicate any changes in requirements.

Enniskillen CCTV Scheme

Included below is a map of the eight current CCTV (and Emergency Help Point) locations within Enniskillen. Presently, the Enniskillen CCTV Scheme stretches from the traffic lights at the cross roads of Belmore Street, Forthill Street, Frith's

pass and Dublin Road, all the way up Enniskillen town centre to the junction of Darling Street, Ann Street, Queen Street and Castle Street.

As part of the Wardens duties they will be able to work in partnership with the CCTV Monitoring Centre on relevant issues.



Contract Period and Renewal Option

The Contract for the Community Safety Warden Programme will run up to 31st March 2015. There will be an option to renew for a period of up to 12 months on a monthly basis should additional funding becomes available. The option to extend will, at the sole discretion of the Council.

Section 4: SPECIFICATION

The Specification is made up of essential elements proposals must comply with all of the essential elements of the specification. A proposal which does not meet all essential requirements will not be acceptable. Please clearly detail in the boxes provided below how your proposed solution will comply with each essential element.

Only those systems that comply with **all essential elements** of the specification will achieve a pass at Stage 2 of the assessment process.

** Please note: No changes are permitted to the Specification column.

Essential Elements

Fermanagh and Omagh District Council consider the following requirements to be essential, under each of the key aspects contained within the Tender document.

(Please see overleaf)

1. Provision of a Community Safety Warden Scheme for County Fermanagh – ESSENTIAL ELEMENTS

General Specification	Confirmation of compliance: answer y or n	Description of how your proposal MEETS this functionality requirement
Essential Criteria		
Community Safety Wardens with up to date with relevant professional qualifications.		
Provision of transport to carry out duties, with the highest level of insurance to cover all Warden activities.		
Full PSNI/ACCESS NI check undertaken for all staff employed.		
'Security Industry Authority' licences.		
All staff involved in the programme to have been properly vetted including, Counter Terrorism Checks, and Criminal Records Bureau, etc.		
Reporting mechanisms to feedback on service implementation (weekly).		
Reporting mechanisms to feedback on incidents (as needed).		
Equipment to carry out the relevant duties (for example a uniform).		
Cover for promotional events to inform the public about the pilot service.		
Monthly reports which will be presented to PCSP Members at PCSP Meetings.		

General Specification	Confirmation of compliance: answer y or n	Description of how your proposal MEETS this functionality requirement
Attendance at monthly Safeguarding Meetings which include PCSP, Council and PSNI.		
Access to a vehicle and premises (provided by the Successful Supplier).		
Desirable It would be desirable for the winning supplier to hold a youth work qualification (not mandatory).		

Data Protection Act

The Contractor shall (and shall procure that any of its Staff involved in the provision of this Agreement) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both parties will duly observe all their obligations under the DPA which arise in connection with this Agreement.

Freedom of Information

The Contractor and the Council acknowledge that they are subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulation 2004 (EIR) and they shall assist and cooperate with each other (at their own expense) to enable them to comply with these information disclosure obligations.

The Contractor shall transfer to the Council any request for information it should receive, as soon as practicable after receipt and in any event within five working days of receiving a request for information.

SECTION 5: INSTRUCTIONS AND TERMS & CONDITIONS

TENDER RETURNS

All relevant tender documentation and completed Tender Form shall be forwarded by registered post or delivered by hand and a receipt obtained, in an envelope clearly marked as follows, to arrive **not later than 12 Noon on Friday, 21 August 2015.**

Please mark the top left hand side of envelope as following:

<u>TENDER FOR</u>: TENDER FOR THE PROVISSION OF A COMMUNITY SAFETY WARDEN INITIATIVE FOR COUNTY FERMANAGH

All tender returns should be made to:

Mr Brendan Hegarty
Chief Executive
Fermanagh and Omagh District Council
The Grange
Mountjoy Road
Omagh
Co. Tyrone
BT79 7BL

The Council's representative for this purchase shall be Sandra Armstrong: tenders@fermanaghomagh.com

Two Hard copies of the tender submission must be submitted by the deadline along with a CD containing a full electronic copy of your submission.

Emailed or faxed tenders will not be accepted.

The Council is not bound to accept the lowest or any tender received. The contract will be awarded on the basis of the most economically advantageous.

By issuing this tender, the Council is in no way committed to selecting any tender or to make any award of contract.

QUERIES

All queries should be emailed to <u>tenders@fermanaghomagh.com</u> no later than 12 noon on Wednesday 19 August 2015. Suppliers should note that responses to all queries will be emailed to all those downloading tender documents, without

identifying the source of the query. Queries should be clearly labelled – **TENDER FOR THE PROVISION OF A COMMUNITY SAFETY WARDEN INITIATIVE FOR COUNTY FERMANAGH** in the email subject field. Suppliers are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their tender.

Fax, telephone or oral enquires will **NOT** be accepted. Nor will an email to any other address than the above.

The Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in their tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.

INSTRUCTIONS

Fermanagh and Omagh District Council will not enter into discussions on the requirements of this procurement process with individual respondents.

Queries may be answered in batches rather than one at a time. Queries received after the deadline may not be acknowledged or addressed.

In all circumstances, Fermanagh and Omagh District Council reserves the right to issue clarification responses to all enquirers at any stage when it believes, at its sole discretion, such clarifications are required.

The email address used in an enquiry may be used by Fermanagh and Omagh District Council as the circulation address for all clarifications/additional information. It is the supplier's responsibility to monitor such email traffic.

Clarification Notes shall become part of the tender document and must be treated as such by tenderers.

Any Supplier wishing to receive feedback on an unsuccessful tender submission should apply in writing to:

Nuala Conlan, Procurement Manager, Fermanagh and Omagh District Council, The Grange, Mountjoy Road, Omagh, Co. Tyrone, BT79 7BL

email: nuala.conlan@fermanaghomagh.com

Tenders received after the closing date and time cannot be considered. Fermanagh and Omagh District Councils cannot accept any responsibility for postal or delivery delays.

Tenders submitted by fax or electronic mail will not be considered.

Should any additions to the Specification as issued to Tenderers be deemed necessary prior to the date for submission of Tenders, these will be issued to

Tenderers in the form of Supplementary Schedules and will form part of the contract document.

Fermanagh and Omagh District Councils do not bind themselves to accept the lowest or any tender.

The attached Form of Tender must be completed and signed: failure to do this will render the tender invalid.

The Council reserves the right to undertake company checks on any proposed supplier.

TERMS & CONDITIONS

The Council may terminate this contract and recover all losses if the Contractor, its employees or anyone acting on the Contractor's behalf do any of the following things:

Offer, give or agree to anyone any inducement or reward in respect of this or any other contract with the project partners whether alone or in conjunction with elected members, contractors or employees.

Any clause limiting Contractor's liability shall not apply to this clause.

Tenderers shall treat the details of this Tender Document as Private and Confidential and they must ensure that the tender content, price or any other figure or particulars concerning their tender have not been disclosed to any other party.

SUB-CONTRACTING

Following award, the Successful Tenderer shall not sub-contract or sub-let a any part of the contract without the prior consent of Fermanagh and Omagh District Council. The Successful Tenderer shall remain wholly responsible for carrying out and completing the contract.

The Contractor shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Contract without the prior written consent of the Council.

The Contractor shall not sub-contract any portion of the Contract without the prior consent of the Council. Any sub-contracting that does take place shall not relieve the Contractor of any obligation or duty attributable to it under the Contract.

The Contractor shall provide the Council with a list of all personnel engaged by its subcontractors and any subsequent amendments thereto and shall ensure that all other requirements of the Council are observed and complied with by any sub-contractor.

Where the Council has consented to the placing of sub-contracts, copies of each subcontract shall be sent by the Contractor to the Council immediately it is issued.

PAYMENT

The Council is committed to prompt payment in accordance with statutory legislation and shall aim to pay the Successful Tenderer within 30 days of the receipt of a valid invoice, provided that the Council is satisfied that the Services for which the invoice relates have been performed fully in accordance with the Contract.

The Council requires the Contractor to make payment to any suppliers sub contractors involved in the delivery of this contract within 30 days of the receipt of a valid invoice, provided that the contractor is satisfied that the Services for which the invoice relates have been performed fully in accordance with the Contract.

All invoices relating to this contract must be forwarded to **The Finance Department**, **Fermanagh and Omagh District Council**, **THE Grange**, **Mountjoy Road**, **Omagh**, **Co. Tyrone**, **BT79 7BL or by email to finance@fermanaghomagh.com**

TENDER FORM

No unauthorised alteration or addition should be made to the Tender Form(s), or to any other of the contract documents. If any such alteration is made, or if these instructions are not fully complied with, the tender(s) may be rejected. The Tender Form must be completed and signed; failure to do this will render the tender invalid.

All prices entered on the tender documentation should be exclusive of VAT and in pounds sterling.

TENDER CHECKLIST

Please ensure you have completed and returned the tender checklist (Appendix G) and enclosed all requested information. Omission of any required information may render the tender invalid.

ARITHMETICAL ERRORS

Where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender, the tenderer will be given details of such errors and discrepancies and afforded an opportunity of confirming or withdrawing his/her offer. There will be no opportunity for any tenderer to change their tendered rates. If the tenderer withdraws, the next tenderer in competitive order is to be examined and dealt with in the same way.

PERIOD TENDERS ARE TO REMAIN OPEN

Tenders must remain valid for acceptance for a period of 90 days from the closing date for submission of tenders.

EXPENSES AND LOSS

The Council will not be liable for any bids, expenses, work or effort incurred by any tenderer in proceeding or participating in this procurement, including the procurement process being terminated.

NORTHERN IRELAND LAW

The contract shall be governed and interpreted in accordance with the laws of Northern Ireland and the tenderer and the project partners irrevocably submit to the jurisdiction of the Northern Ireland Courts.

FREEDOM OF INFORMATION ACT 2000

The Council are subject to the terms of the Freedom of Information Act 2000. Tenderers should be aware that the information provided in the completed tender and contractual documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by tenderers will be accepted "in confidence" and the project partners accept no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

FALSE INFORMATION

Tenderers must ensure that all information provided within their tender submission is accurate. The inclusion of information which is found to be false or misleading will result in the tender being rejected. Furthermore, in the event that false or misleading information comes to light after the award of the contract, this may result in termination of the contract.

DISCRIMINATION

The tenderer shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations (NI) Order 1997, Sex Discrimination (NI) Order 1976 (as amended), Fair Employment and Treatment (NI) Order 1998 and the Disability Discrimination Act 1995 and shall take all reasonable steps to

ensure that all servants, employees or agents of the tenderer do not unlawfully discriminate.

FAIR EMPLOYMENT AND TREATMENT (NI) ORDER 1998

The tenderer shall not be an unqualified person for the purposes of Sections 64 or 66 of the Fair Employment and Treatment (NI) Order 1998 and shall sign the Declaration and Undertaking annexed hereto (Appendix B). The tenderer shall not sub-contract any services or work to an unqualified person for the purposes of Sections 64 or 66 of the Fair Employment and Treatment (NI) Order 1998.

CANVASSING

The tenderer who directly or indirectly canvasses any official of the contracting authority concerning any award in respect of this competition, or who directly or indirectly obtains or attempts to obtain information from such officials concerning the proposed or any other competition will be disqualified.

PREVENTION OF CORRUPTION

This contract is subject to the Prevention of Corruption Acts 1889 and 1916. These Acts make it a criminal offence to give or offer any inducement to a public servant with the intention of influencing him/her in the discharge of his/her duties. Tenderers should therefore take care in dealings with the Employers' staff as offences could lead to the loss of a commission and/or prosecution under the Acts.

BRIBERY ACT 2010

Fermanagh and Omagh District Council require that all firms who submit tenders comply in full with the requirements of the Bribery Act 2010.

UNSATISFACTORY PERFORMANCE

It shall be a condition of the contract that, should the Council determine that the contract is not being satisfactorily performed, the contract may be terminated with 1 months notice by the council without compensation to the tenderer.

CLARIFICATIONS PRIOR TO AWARD

Clarification may be sought during assessment. The Council may require the Tenderer to provide further written clarification of any constituent elements of their Tender submission or any other information which the Council considers relevant, or the Tenderer may be required to attend a clarification meeting. Any

failure to provide such information when requested, may exclude the tender from further consideration.

MEETINGS AND REPORTS

The Successful Tenderer shall attend all meetings arranged by the Council for the discussion of matters connected with the performance of the Services.

MERGER, TAKE-OVER OR CHANGE OF CONTROL

The Successful Tenderer shall forthwith inform the Council in writing of any proposal or negotiations which may or will result in a merger, take-over, change of control, change of name or status, or the Contractor (being a company as defined in the Companies (NI) Order 1986-1990) shall inform the Council of any such change as defined in section 416 of the Income and Corporation Taxes Act 1988. The Contractor shall comply with any request by the Council for information arising from this Condition.

SUFFICIENCY OF INFORMATION

The Successful Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the prices stated by the Contractor in its tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Contractor's tender.

PRICING

The Contract Price shall remain fixed during contract period. Pricing provided must include all associated costs including travel, no additional charges to those listed on the Form of Quotation will be considered.

CONFIDENTIALITY

Each Party:-

Shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

Shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is other wise expressly permitted by the provisions of this Contract.

The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Council under or in connection with the Contract:-

is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;

is treated as confidential and not disclosed (without prior Council approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract;

The Contractor shall ensure that Staff or its professional advisors or consultants are aware of the Contractor's Confidentiality obligations under this Contract.

The Contractor shall not use any Confidential Information it receives from the Council otherwise than for the purposes of the Contract.

In the event that the Contractor fails to comply with this Condition the Council reserves the right to terminate the Contract by notice in writing with immediate effect.

CONTRACT PERIOD AND RENEWAL OPTION

The Contract for the Community Safety Warden Programme will run up to 31st March 2015. There will be an option to renew for a period of up to 12 months on a monthly basis should additional funding becomes available. The option to extend will, at the sole discretion of the Council.

ASSUMPTIONS

Tenderers must not make assumptions the Council have prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their response.

COMPLIANCE

Tenders must be submitted in accordance with these Instructions to Tenderers. Failure to comply may result in a Tender being rejected by the Council.

QUALIFIED TENDERS

Qualification of tenders may result in rejection thereof.

Section 6: TENDER EVALUATION CRITERIA

Evaluation of the Tender submissions will follow a three stage process.

Stage 1: COMPLIANCE CRITERIA

This stage will consider compliance with the following:

- a. Mandatory Exclusion(s). **Pass / Fail** This will be assessed based on responses to Appendix A.
- b. Fair Employment & Treatment. **Pass / Fail** This will be assessed based on responses to Appendix B.
- d. Equality Declaration. Pass / Fail This will be assessed based on responses to Appendix D.
- e. Freedom of Information. Pass / Fail This will be assessed based on responses to Appendix E.
- f. Insurance Pass / Fail This will be assessed based on responses to Appendix F.

The successful Tenderer will be required to hold the following levels of insurance throughout the duration of the contract: Employer's (£10 million), Public (£5 million), Professional Indemnity (£1m) Insurance.

In the event that your organisation does not have adequate insurance cover at the time of application, please confirm in writing that you are willing to put in place the required cover if your submission is successful.

Tenders will be assessed on a pass or fail basis, only those submissions that receive a pass in all sections of Stage 1 will proceed to Stage 2 of the assessment process.

Stage 2: SELECTION CRITERIA

A. Experience

Pass / Fail

Evidence of previous, relevant, experience of delivering a similar project to that contained within this Tender document within the past three years, your examples must include evidence of the area covered, issues dealt with and hours of work.

Tenderers must complete Appendix I for up to 3 similar contracts carried out within the past three years. Tenderers must give a description of these contracts, how they are relevant to the Council's requirement

Please provide:-

- i) name and address of client organisation
- ii) contract award date and duration
- iii) a brief description of the project (one A4 page per project)
- iv) contact name and telephone number

Please note that contacts provided may be contacted during the assessment process.

Assessment will be based on the first 3 project examples listed only.

B. **Expertise**:

Pass / Fail

Please provide details of the proposed project team to include the actual personnel undertaking the work along with their relevant experience and qualifications, their specific input to this project and any other relevant information.

The proposed staff who will work on this contract must have direct experience of working on a similar project/programme before, within the last three years.

Please complete Appendix J Questionnaire

Economic and Financial standing

Pass/Fail

Please provide a letter from your Bank or Auditor confirming your company's financial standing over the past 3 years. Letters must be dated no earlier than 01 May 2015, undated letters will not be acceptable.

Compliance with Essential Elements of the Specification Pass / Fail. Please complete page 10 & 11

Tenderers must complete **Document C "Security Questionnaire"**.

Note: Failure to provide the required information as detailed above will result in the elimination of your tender submission.

Tenders will be assessed on a pass or fail basis at this stage. Only those submissions that receive a pass in all sections of Stage 2 will proceed to Stage 3 of the assessment process.

Stage 3: AWARD CRITERIA

Price 60%

The maximum mark will be awarded to the bidder submitting the lowest acceptable price. Other suppliers will then be awarded a pro rata percentage using the following formula:

Available marks [60%] x Lowest acceptable price Bidder's price

This score will be added to that obtained for Quality and the bidder with the highest overall score will be awarded the contract.

Contract Management & Service Delivery 20% (Weighting factor 4)

Please provide details on how your organisation plans to carry out this contract (if successful) and the proposed methodology that will be adopted to service the contract.

Your response should be structured as follows:

- Please outline the procedure that will be used to recruit, select, vet and train Community Safety Wardens.
- Please explain how your company would deal with urgent call outs to particular areas in the event of an emergencies
- Please explain the steps you will take (if successful) to ensure that reports are submitted on a daily basis.

- Please outline how these reports will be enhanced upon by use of further information, etc.
- Please outline as to how you will integrate with individual communities and representatives.

•	Please note that there is a 1000 word limit on the response.	[20%]

Equipment and Ease of Reporting 20% (Weighting factor 4)

Please provide details on how your organisation plans to use up-to-date technology to provide real-time updates of issues within the community. You may wish to include:

- Equipment
- Contact organisations
- Real-time linkage points
- Upload points
- Any other 'added benefits' the Council will receive if you Tender submission is successful. [20%]

Assessment	Score	Scoring Indicators
Excellent	5	The response provided is fully detailed, of excellent relevance in demonstrating your ability to successfully deliver the Contract. Fully supported by a comprehensive level of detail.
Good	4	The response provided is well detailed, of good relevance in demonstrating your ability to successfully deliver the contract. Well supported by a good level of detail.
Satisfactory	3	The response provided an adequate level of detail of satisfactory relevance in demonstrating your ability to successfully deliver the contract. Supported by an adequate level of detail.
Limited	2	The response provided is partially detailed, of limited relevance in demonstrating your ability to successfully deliver the contract. Supported by limited level of detail.
Poor	1	The response provided is inadequately detailed, of poor relevance in demonstrating your ability to successfully deliver the contract. Supported by an inadequate level of detail.
Nil Response/ Very Poor	0	No response or Unacceptable information provided.

Your response will be assessed out of 5 using the above score indicators, the score achieved will then be multiplied by the weighting factor of 4 to calculate a total quality score out of 20% for each question.

Submissions which achieve a score of less than 3 out of 5 will be deemed less than Satisfactory and will disqualified from the assessment process.

Please note that Fermanagh and Omagh District Council is not bound to accept the lowest, or any Tender received.

FORM OF TENDER

TENDER FOR THE PROVISION OF A COMMUNITY SAFETY WARDEN INITIATIVE FOR COUNTY FERMANAGH

RETURNABLE ON OR BEFORE 12 NOON FRIDAY 21 AUGUST 2015

To: Fermanagh and Omagh District Council

I / We offer: to provide Community Safety Warden Initiative for Co. Fermangh to Fermanagh and Omagh District Council as follows:

Details of Costs

Please outline your Price (to include **all** expenses) for the following services. Tenderers should note that this is a fixed rate contract and no price increases will be accepted throughout the duration of the contract:

Enter tender Pricing here (exclusive of VAT): Price £ (GBP)

	Monthly costs
Provision of a Community	
Safety Warden programme	
for County Fermanagh	

I/We understan	d that you are not bound to accept the lowest or any quotation
SIGNATURE:	
NAME:	
DATE:	

COMPANY:	
ADDRESS:	
TELEPHONE/NO:	
EMAIL:	



Appendix A

Fermanagh and Omagh District Council Mandatory Exclusions – Tenders (Appendix A)

Regulation 23 of the Public Contracts Regulations 2006

The public sector and procurement Directives, as implemented by the Public Contracts Regulation 2006, include a mandatory requirement for contracting authorities to exclude economic operators (Suppliers, Contractors, Consultants and Service providers) from public contracts where they have been convicted of certain offences.

A contracting authority may apply to the relevant competent authority to obtain further information regarding the economic operator and in particular details of convictions of the offences listed if it considers it needs such information to decide on any exclusion referred to.

Please indicate below whether your firm or any of its directors, partners or any other person who has powers of representation, decision or control, have been convicted of any of the following offences (including those which are spent within the meaning of the Rehabilitation of Offenders Act 1974):

- 1. Conspiracy within the meaning of section 1 or 1a of the Criminal Law Act 1977 or article 9 or 9a of the Criminal Attempts and Conspiracy (Northern Ireland) order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/ JHA
- 2. Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906
- 3a. The offence of bribery, where the offence relates to active corruption;
- 3b. Bribery within the meaning of section 1 or 6 of the Bribery Act 2010
- 4. Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:-
 - the offence of cheating the Revenue;
 - the offence of conspiracy to defraud;
 - fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978 or the Theft (Northern Ireland) order 1978

- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006
- defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
- destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968, or Section 19 of the Theft Act (Northern Ireland) 1969
- Fraud within the meaning of Section 2, or 3 or 4 of the Fraud Act 2006
- Making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of Fraud Act 2006
- 5. Money laundering within the meaning of Money Laundering Regulations 2003
- 6a. Any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State
- 6b. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996
- 6c. An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- 6d. any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State.

Any convictions to be declared: (Please circle as appropriate)

YES			
NO			
Signed:	 		
Dated:		-	



Appendix B

Fermanagh and Omagh District Council Fair Employment and Treatment (Northern Ireland) Act 1998 – Tenders (Appendix B)

Article 64 of the Fair Employment and Treatment (NI) Order 1998 ("The Order") provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64 also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed or goods or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.

- 2. An unqualified person is either an employer who, having been in default in the circumstances specified in Article 62 (1) of the Order, has been served with a notice by the Equality Commission stating that he is not qualified for the purposes of Articles 64 to 66 of the Order, or an employer who, by reasons of connection with an employer on whom has been served a notice to that effect, has also been served with such a notice.
- 3. Mindful of its obligations under the Order, Fermanagh and Omagh District Council has decided that it shall be a condition of inclusion or retention on its Approved List that a Contractor shall not be an unqualified person for the purposes of Articles 64 to 66 of the Order.
- 4. Contractors are therefore asked to complete and return this Declaration and Undertaking, to confirm that they are not unqualified persons and to undertake that no work shall be executed or goods or services supplied by an unqualified person for the purposes of any contract with Fermanagh and Omagh District Council to which Article 64 of the Order applies.

I/we	hereby	y declare that I
am/we		•
are not unqualified for the purpo and Treatment (Northern Ireland Fermanagh and Omagh District are unqualified be served upon m) Act 1998. I/we undertake fo Council should any notice stat	rthwith to inform ing that I am/we
Signed: For and on behalf of	Dated:	



Appendix C

Fermanagh and Omagh District Council Certificate relating to Bona Fide Tender – Tenders (Appendix C)

- The essence of submitting tenders is that the client shall receive bona fide competitive tender from all firms bidding. 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 by or under or in accordance with any agreement or arrangement with any other person.
- 2. We also certify that we have not:
 - (a) Communicated to a person other than the person calling for these tenders the amount or approximate amount of the proposed quote, except where the disclosure, in confidence, of the approximate amount of the quote was necessary to obtain insurance premium tenders required for the preparation of the tender;
 - (b) Entered into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any tender to be submitted;
 - (c) Offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly or 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 said work any act or thing of the sort described above.
- 3. We undertake that we will not do any of the acts mentioned in paragraphs 2a, 2b, 2c above at any time before acceptance or decline of this tender.
- 4. In this certificate the word "person" includes any person and any body or association, corporate or unincorporate and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

I / We * requirements of the tender system in relation to attached 'Certificate Relating To Bona Fide tend	bona			
Signed:	Dated	d:	 	
For and on behalf of				



Appendix D

Fermanagh and Omagh District Council Equality Declaration (Appendix D)

Declaration of Commitment to Promoting Equality of Opportunity and Good Relations 1.

Under Section 75 of the Northern Ireland Act 1998 Fermanagh and Omagh District Council must have due regard to the need to promote equality of opportunity:

Between persons of different religious belief, political opinion, racial group, age, marital status or sexual orientation;

Between men and women generally;

Between persons with a disability and persons without;

Between persons with dependants and persons without.

- 1.2 In addition the Council must also have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.
- 1.3 The Council is committed to fulfilling these obligations and is keen to not only to ensure that suppliers of goods and services, contractors undertaking work on behalf of the Council, and groups who receive support from the Council do not act in any way that would contravene the Council's statutory equality duties but also that they help promote equality of opportunity and good relations within their own area of work and organisation.
- 1.4 It is therefore a condition of any offer of grant aid / support or contract for goods or services that the Chief Executive, Managing Director or other authorised person signs, on behalf of their organisation, the declaration below. This declaration will confirm that the organisation is committed to promoting equality of opportunity and good relations and will not act in any way that will undermine the Council's commitment to fulfil its statutory obligations.
- 1.5 The Council will not enter into any contract or provide support / grant aid to any organisation which does not sign the Declaration of Commitment to the Promotion of Equality of Opportunity and Good Relations.

We (insert name of firm):	
---------------------------	--

Recognise Fermanagh and Omagh District Council's duty to have due regard to the need to promote equality of opportunity:

Between persons of different religious belief, political opinion, racial group, age marital status or sexual orientation;

Between men and women generally;

Between persons with a disability and persons without

Between persons with dependants and persons without,

and to have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.

We undertake not to act in any way that would contravene the Council's statutory obligations and are committed to promoting good relations and equality of opportunity in all our activities (including in the recruitment, promotion and training of all our staff).

Signed by:	
Name in block letters	
Position in Firm:	
Date:	
On behalf of:	
(name of firm)	
Address:	

Appendix E



Fermanagh and Omagh District Council Freedom of Information Act – Tenders (Appendix E)

Bidders should be aware that the information provided in the completed tender and contractual documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by bidders will be accepted "in confidence" and Fermanagh and Omagh District Council accepts no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

Fermanagh and Omagh District Council has no discretion whether or not to disclose information in response to a request under the Freedom of Information Act, unless an exemption applies. Disclosure decisions will be taken by appropriate individuals in Fermanagh and Omagh District Council having due regard to the exemptions available and the Public Interest. Bidders should be aware that despite the availability of some exemptions, information may still be disclosed if the Public Interest in its disclosure outweighs the Public Interest in maintaining the exemption. Bidders are required to highlight information that they include in the tender documents, which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons, why that view is taken. In particular, issues concerning trade secrets and commercial sensitivity should be highlighted. Bidders are advised against recording unnecessary information. In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, Fermanagh and Omagh District Council will **not** accept any contractual term that purports to restrict the disclosure of information held by the Council in respect of the contract or tender exercise save as permitted by the Freedom of Information Act. The decision whether to disclose information rests solely with Fermanagh and Omagh District Council

Fermanagh and Omagh District Council will consult with bidders, where it is considered appropriate, in relation to the release of controversial information.

I/we have read and now understand the requirements in relation to freedom of information as detailed on the attached information sheet.

Signed:	Dated:
For and on behalf of	
•••••	

Appendix F

Fermanagh and Omagh District Council

Insurance Information - (Appendix F)

Please confirm the level of Insurance cover currently in place.

	Section One. Insurance.
A. Public/Products Liability Insurance	Yes/No*
Minimum £5 million	
Limit of cover: Public Liability Product Liability	£
Insurance company name	
Broker name and address	
Expiry date	
B. Employer Liability Insurance	Yes/No*
Minimum £10 million	
Limit of cover	
Insurance company name	
Broker name and address	
Expiry date	
C. Professional Indemnity Minimum £1 million	Yes/No*
	100/110
Limit of cover	
Insurance company name	
Broker name and address	
Expiry date	
* Delete as appropriate— if No please provide further de 1 To be completed as appropriate depending on the na	etails ture of the contract.
Signed:	Date:
Duly authorised to sign for and on behalf of:	Date
. ,	
In the event that your firm does not have the at the time of application, please confirm in place the required cover if your subnevidence of Insurance cover will be required.	n writing that you are willing to p nission is successful. Please no

Appendix G

FERMANAGH AND OMAGH DISTRICT COUNCIL TENDER CHECKLIST

To facilitate the needs of the Council in the valuation process, all proposals submitted must complete/submit the following information. Failure to supply all or any part of the requested information in the required format may result in a proposal being excluded from the evaluation process. Included (*Please Tick*)

Completed and signed Tender document - Two hard copies of the tender and one copy on CD		
ino na a copic		
Stage 1 Appendices A – F		
a.	Mandatory Exclusion (s)	
b.	Fair employment and Treatment	
C.	Bona Fide Tendering	
d.	Equality Declaration	
e.	Freedom of Information	
f.	Insurance	
	e to submit required documentation will result in nder will therefore not be evaluated further.	a fail at this
Stage 2	ide. Will therefore the too or all dates a faithful to	
 Details of th 	ree similar projects	
Details of Expertise		
Bank / Auditor Letter		
Completed I	Essential Elements of Specification Document	
Stage 3		
 Price Submi 	ssion	
Contract Ma	anagement & Service Delivery	
Equipment a	and Ease of Reporting	

It is <u>your</u> responsibility to submit the necessary Omagh District Council to evaluate your tender. only.	
Signed	Date



Appendix H

The Bribery Act 2010. Fermanagh and Omagh District Council Statement of Commitment.

Fermanagh and Omagh District Council is committed to carrying out business fairly, honestly and openly and has a zero tolerance towards bribery.

Fermanagh and Omagh District Council expects full compliance with the requirements of the Bribery Act 2010 from Councillors, Employees, Agents, Partners, **Suppliers** and Groups or Individuals applying for, or in receipt, of grant aid.

Appendix I

Appendix I	
Previous Relevant Experience Example 1	
Title	[Enter text here]
The Project Value	£ [Enter text here]
Start date (mth/yr)	[Enter text here]
Completion date (mth/yr)	[Enter text here]
Client	[Enter text here]
Client Contact Name, Telephone and Email Details - Please note that Clients listed may be contacted as part of the assessment process	[Enter text here]
Please use this text box to detail previous experience and demonstrate relevance to the tender brief and specification (max ½ A4)	

Appendix I

Appendix I Previous Relevant Experience Example 2	
[Enter text here]	
£ [Enter text here]	
[Enter text here]	
[Enter text here]	
[Enter text here]	
[Enter text here]	
Please use this text box to detail previous experience and demonstrate relevance to the tender brief and specification (max ½ A4)	

Appendix I

Previous Relevant Experience Example 3	
[Enter text here]	
£ [Enter text here]	
[Enter text here]	
[Enter text here]	
[Enter text here]	
[Enter text here]	
to detail previous experience and demonstrate relevance to the tender brief and specification (max ½ A4)	

Appendix J

SUPPLIER QUESTIONNAIRE

TENDER NAME:

The Provision of a Community Safety Warden Scheme for County Fermanagh

Please put your firm's name and the Tender Reference on any documents you are providing to support your application. Please also show the question number the document refers to.

Instructions and Guidance Notes for Completion

- The questions which follow are designed to give Fermanagh and Omagh District Council all the information they need to assess your organisation's capability to carry out this contract. To obtain a pass, the information provided should reflect as closely as possible the tender brief.
- 2 All questions should be answered **in the spaces provided**. Fermanagh and Omagh District Council reserve the right to fail those applicants who extend their responses beyond the spaces provided or who fail to fully answer all the applicable questions.
- Only where it is specifically requested should documents be enclosed and returned with the Questionnaire. CV's, Company Profiles etc. should **NOT** be returned with the application documentation. If sent, they will **NOT** be used to assess answers to the questions in this section.

Important: Please do not send originals of any documents because we cannot return them. Instead you should send us photocopies. (Fermanagh and Omagh District Council reserve the right to view original documents if required.)

4 Following receipt of a bona fide submission, the key personnel as listed in the returned

application cannot be altered without the approval of Fermanagh and Omagh District Council, such approval not to be unreasonably withheld. Any substitute Personnel must have equal or greater qualifications and experience as the original team members provided.

- 5 Fermanagh and Omagh District Council reserve the right to contact organisation's referees. Referees should be alerted in advance so as not to cause delay.
- Please read all the notes in this application form. If you have any questions or need help filling in the form, please contact either of the individuals detailed on page 6.
- Remember to enclose all supporting documents requested and mark each with the Tender Name, the name of your organisation and the number of the question to which it relates.
- 8 This form must be completed in English.
- 9 Please ensure that you complete the Declaration at the end of this document before returning the form and any enclosures.
- 10 The provision of false or misrepresented information will result in your application being rejected.

Section A – Company Information

In this section we ask for basic information about your company.

The details must be of the Company or Division which will have direct responsibility for carrying out the contract i.e. NOT the Parent or Holding Company.

If any of this information changes after you have sent us your application you must let us know immediately.

Please provide the details of the Organisation which will be servicing the contract and the main point of contact for the duration of this contract.

Company Name	
Address	
Telephone Number	

	Fax Number	
	Contact Name	
	Contact e-mail	
	Job Title	
	Mobile Number	
Orga whic	anisation, Company or Group th	led above is a subsidiary or division of another en the details must be of the Company or Division or the project (particularly in respect of the financial d below).
2	, ,	ny association (either directly or indirectly) with any nagh and Omagh District Council?
	YES NO	
If "ye	es", please give details below:	
	Section B - Eligibi	lity and Professional Conduct
	will use the information you sup requirements of the contract in q	oly here to assess whether your firm is eligible to carry out uestion
1	Has the applicant (Organisatio administration or receiving order YES NO	n/Partnership/Individual) any bankruptcy, insolvency ers against it?
If "y∈	es", please give details below:	

45

15 TNDR COMS 002

2	Has either the organisation or any of its directors or partners, associates or the company secretary been convicted of a criminal offence relating to the conduct of their business or professions?
	YES NO
If "ye	es", please give details below:
3	Has either the organisation or any of its directors, partners, associates or the company secretary committed an act of grave misconduct in the course of their business or profession?
	YES NO
lf "y∈	es", please give details below:
4	Does the organisation have any outstanding obligations relating to the payment of taxes and social security contributions under the law of any part of the United Kingdom or the EU member state in which the organisation is established?
	YES NO

5	Does your organisation or any of its senior members have any outstanding debts with any Local Authority e.g. Non Domestic Rates or Trade Refuse Charges?
	YES NO
If "ye	es", please give details below:
	Section E – SIA - Security Industry Authority Licences
Pleas	se provide evidence that the individuals who will be involved in this contract will "front line" or "non -front line" SIA licences.

Section F Economic and Financial Standing We will use the information you provide in this section to assess your firm's financial position. If you become a Contractor to Fermanagh and Omagh District Council the method of payment will be by BACS direct into your bank or building society account. If you should be awarded a contract, you will be required to provide the Council with your Bank Account Details to enable payments to be made.

In order to determine your organisation's current financial standing, please provide a letter/reference from your bank which should detail that your account is conducted in a satisfactory manner and that your organisation would not undertake a contract which you couldn't see your way to fulfilling. This reference should be dated no earlier than 01 May 2015..

Attached?

YES □ NO □

Section G – Staff Expertise and Qualifications

Please note the responses to the questions in this section will be assessed by the evaluation panel against the criteria. Please ensure you provide the required information to answer the questions sufficiently.

<u>Please do not attach CVs as these will not be used to assess the answers in this section of the questionnaire</u>

Please provide details of the personnel that you propose to use in delivering this contract.

Applicants must be able to demonstrate that the team members listed have at least 12 months experience in the provision of a Community Safety Warden Scheme (or similar).

TEAM MEMBER 1

Name	
Position Held	
Organisation	
Qualifications	
Demonstrate at least 12 months experience in the provision of a Community Safety Warden Scheme (or similar)	

Name	
Position Held	
Organisation	
Qualifications	

Name	
Position Held	
Organisation	
Qualifications	
Demonstrate at least 12 months experience in the provision of a Community Safety Warden Scheme (or similar)	

Name	
Position Held	
Organisation	
Qualifications	
Demonstrate at least 12 months experience in the provision of a Community Safety Warden Scheme (or similar)	

Name	
Position Held	
Organisation	
Qualifications	
Demonstrate at least 12 months experience in the provision of a Community Safety Warden Scheme (or similar)	

Name	
Position Held	
Organisation	
Qualifications	
Demonstrate at least 12 months experience in the provision of a Community Safety Warden Scheme (or similar).	

Name	
Position Held	
Organisation	
Qualifications	
Demonstrate at least 12 months experience in the provision of a Community Safety Warden Scheme (or similar)	

Name	
Position Held	
Organisation	
Qualifications	
Demonstrate at least 12 months experience in the provision of a Community Safety Warden Scheme (or similar)	

QUESTIONNAIRE DECLARATION

I certify that as far as I know, the information supplied within this questionnaire is accurate. I understand that if I give false information I would not be considered for inclusion on the tender list for this contract.

SIGNED:	NAME:	
POSITION:	COMPANY:	
ADDRESS:		
TEL NO:	FAX NO:	
MOBILE NO:	WEB:	
EMAIL:	DATED:	
		

Before submitting your application, please make sure you have:

- 1 Answered all questions appropriate to your application
- 2 Signed pages where applicable
- 3 Enclosed relevant documents (if applicable)