

Contract ref: CEXC - 2008.06

INVITATION TO TENDER

Tender for the Provision of Design, publication and distribution of a Council Newsletter

(OJEU ref: 2008/S 29-039137)

DATE 2008

Copyright and Confidentiality

Tenderers should note that copyright in this ITT rests with the City of York Council. The Tenderer shall treat all information contained within the ITT as strictly private and confidential.

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PART A

INSTRUCTIONS TO TENDERERS

1. General

- 1.1 Tenderers should read all instructions carefully before completing the documentation. Tenderers must comply with the terms of this Invitation to Tender (ITT). Failure to comply with these requirements for completion and submission of the Tender may result in the rejection of your Tender.
- 1.2 Tenderers should acquaint themselves fully with the extent and nature of the service and contractual obligations contained herein and take any independent financial or legal advice, if necessary as early as possible in the process and Tenderers are deemed to have done so before submitting a Tender. No claim out of want of knowledge will be accepted.
- Any Tenderer is deemed to be fully satisfied on submitting a Tender as to the accuracy and sufficiency of the rates and prices stated in the Price Schedule which shall (except in so far as it is otherwise provided in the Contract) cover all its obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and all other circumstances influencing or affecting its Tender.
- 1.4 The Council accepts no responsibility for any estimates or assumptions made by the Tenderer of the resources which may be needed to provide the requirements as described in the ITT.
- This ITT does not constitute an offer by the Council, and the Council does not undertake to accept the lowest or any tender under this procurement even where all the requirements are met. The Council reserves the right to accept a part of any tender unless the Tenderer expressly stipulates otherwise in their Tender response. The Council further reserve the right to award more than one tender.
- The Council reserves the right to accept or reject any Tender and to annul the tender process and reject all tenders at any time prior to award of contract without incurring any liability to the Tenderer.

1.7 Tenders are submitted on the condition that the Council's authorised representative(s) may, after opening of the Tender discuss verbally or in writing with any tenderer details of the documents submitted relating to the proposed Contract prior to formal acceptance of a Tender without any way committing the Council to accept such Tender.

1.8 Tender Validity

1.8.1 Your Tender shall remain open for acceptance for a minimum period of 180 calendar days. A Tender valid for a shorter period may be rejected.

1.9 Modification and withdrawal

- 1.9.1 Tenderers may modify their Tender prior to the deadline for receipt by giving written notice, sealed and identified externally with the contract reference, to the Council. No Tender may be modified subsequent to the deadline for receipt.
- 1.9.2 Tenderers may withdraw their Tenders at any time prior to accepting the notification of award by sending a notice of withdrawal to the Council.

1.10 Tender Costs

1.10.1 The Council will not be liable for any costs Tenderers may incur in the preparation or submission of their Tender, or for those costs which may arise out of any subsequent events within the procurement process such as System Demonstrations.

1.11 Confidentiality

- 1.11.1 It is a condition of the Tenderers continued involvement in this tender process that the Tenderer undertakes to keep confidential this Invitation to Tender and all other information, whether written or oral concerning the business and affairs of the Council which the Tenderer has received or obtained as a result of the information supplied in connection with this Invitation to Tender, or in discussion relating to it, except any such information which is in the public domain through no fault of the Tenderer.
- 1.11.2 Tenderers must not disclose Tender prices, or even an approximation, prior to the deadline for receipt. In addition, they must not try to obtain information about competitors' tenders or proposed tenders. Tenderers shall not disclose that it has been

invited to tender, nor shall tenderers be canvassed or discussed with any other Tenderer or member or officer of the Council.

- 1.11.3 For the avoidance of doubt, the confidentiality obligations contained herein shall apply equally to any employee, subcontractor or professional advisor consulted by the Tenderer and it shall be the responsibility of the Tenderer to ensure that any such employee, sub-contractor or professional advisor abides by the terms of this Invitation to Tender.
- 1.11.4 In the event that the Tenderer does not comply with the undertakings in this paragraph 1.11 or in any other manner does not treat this Invitation to Tender as confidential, without prejudice to any other right or remedy available to the Council, the Council may reject the Tender.
- 1.11.5 Tenderers should note that the Council is under a legal obligation pursuant to the Freedom of Information Act 2000 (FOIA) to disclose information relating to this tender process and any resultant contract upon request unless an exemption applies under the provision of the FOIA. (The Commercial Interest exemption will apply for the duration of the procurement process).
- 1.11.6 The Council undertakes to hold confidential any information provided by the Tenderer in relation to this ITT subject to the event the Council receives a request for information under the FOIA (or any other applicable legislation governing access to information) whereby the Council shall be entitled to disclose all such information and documentation (in whatever form) as is necessary to comply with the relevant legislation.
- 1.11.7 The Council proposes that the following information relating to this ITT will be made available to third parties on request in accordance with above:
 - The Councils Invitation to Tender
 - Tenderers invited
 - Successful Tenderer details
 - Successful Tenderers response (subject to confidentiality and commercial interest tests)
 - Overall Contract Value (not the breakdown of costs)
 - Contract term
 - Any information regarding the evaluation process to justify best value has been achieved
- 1.11.8 You are asked to consider if any of the information supplied in your Tender should not be disclosed because of its sensitivity (other than that referred to above). If this is the case, you

should, when providing the information, identify the same and specify the reasons for its sensitivity. The Council will endeavour to consult with you about sensitive information before making a decision on any Freedom of Information requests received.

- 1.11.9 If you consider that none of the information supplied by you is sensitive, please make a statement to that effect.
- 1.11.10 The final decision on what is or is not exempt information shall be determined by the Council, having considered the representations of any Tenderers (where provided). The Council shall not be liable for any loss; damage, harm or other detriment to the Tenderer however caused arising from any disclosure of information under any applicable legislation governing access to information.

1.12 Equalities

Tenderers as both an employer and supplier are expected to comply with their statutory obligation under the following legislation (or European equivalents):

- Sex Discrimination Act 1975
- Race Relations Act 1976 and Race Relations (amended) Act 2000
- Disability Discrimination Act 1995
- The Employment Equality (Age) Regulations 2006

and any other relevant which may be introduced during the period of this contract.

1.13 Copyright

1.13.1 Tenderers are reminded that the entire contents of this Invitation to Tender belong to the Council. It must only be used for the purpose for which it was issued.

1.14 Contract

- 1.14.1 Any contract(s) resulting from this ITT will be subject to the Council's Standard Contract Terms, which comprise the Software Licence and Services Agreement and Standard Support and Maintenance Agreement.
- 1.14.2 It is intended that the contract will be awarded for a period of 2 years with an option to extend for an additional 2 years at 12 month intervals dependant on supplier performance.

1.15 Contract Award

- 1.15.1 This Invitation to Tender does not constitute an offer by the Council and the Council does not undertake to accept the lowest or part or all of any Tender even if all requirements are met. All Tenderers shall be notified in writing whether their submitted Tenders have been successful or unsuccessful to progress to the next stage of the procurement process.
- In the event of the Tender being successful and following the Tenderer being successful in the subsequent stages of the procurement process the Council will issue a formal letter awarding the Tenderer preferred supplier status. The actual Contract between the Council and the successful Tenderer will be a form of Agreement to be prepared by the Council on the basis of the Standard Contract Terms as set out in Appendix 1 and comprising this ITT and the Tender documentation. Until formal agreement and signing of the contract is executed, no part of this procurement process shall be construed as contractually binding.

1.16 Tenderers Warranties

- 1.16.1 In submitting its Tender, the Tenderer warrants, represents and undertakes to the Council that:
 - a) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer, its staff or agents in connection with or arising out of the Tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of tender.
 - b) it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender and that it has not submitted the Tender and will not be entering into the Contract (if the same be awarded to the Tenderer by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council;
 - c) it has full power and authority to enter into the Contract and perform the obligations specified in the Standard Contract Terms and will, if requested, produce evidence of such to the Council; and
 - d) it is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the Standard Contract Terms.

2. INSTRUCTIONS FOR THE COMPLETION OF THE ITT

2.1 Tender Response

- 2.1.1 With regard to the information above and in the following Parts, Tenderers are required to complete and submit the Tender as detailed below and as further directed in the relevant Schedules.
- 2.1.2 Tenders not submitted in the requested format may be rejected.
- 2.1.3 Tenders not complying with any mandatory requirements that are contained in this Invitation to Tender will be rejected.

 Mandatory requirements are donated where the words 'shall ' or 'must' is used.
- 2.1.4 Tenderers must confirm their intention to tender or otherwise in writing, by completion and return of the enclosed Acknowledgement Form on receipt of this ITT.
- 2.1.5 Those wishing to decline are requested to return the Acknowledgement Form duly completed, this ITT and ancillary documents, materials and samples and not to retain copies thereof.
- 2.1.6 Tenderers must ensure all documents requiring a signature must be signed:
 - a) where the Tenderer is an individual, by the individual;
 - b) where the Tenderer is a partnership, by a duly authorised partner;
 - c) where the Tenderer is a company within the meaning of the Companies Act 1985, by a director duly authorised for the purpose.
- 2.1.7 Tenderers must submit their Tender response in the name in which they would subsequently contract, if successful, and no alteration or amendment will be accepted with regard to this information.
- 2.1.8 Tenderers are requested to type their responses into the Tender document (where applicable), which will be provided as MS Word documents on request, after receipt of the ITT Acknowledgement Form.
- 2.1.9 All Tenders must be completed in English. Any printed literature furnished by the Tenderer may be written in any other language

but must be accompanied by an English translation of its relevant pages. In such a case, for the purpose of interpretation in relation to the Tender, the English translation shall prevail.

- 2.1.10 Rates and prices must be quoted in pounds sterling (exclusive of Value Added Tax) and decimal fractions of a pound.
- 2.1.11 Any documents the Tenderer wishes to provide in addition to those required for completion i.e. sales brochures or case studies must be independent of the required documents and it requested these are kept to a minimum.

2.2 Tender Submission

2.2.1 One 'original' hard copy, one complete (hard) copy (two in total) and one electronic copy on disk of the tender response must be sealed in an envelope and clearly marked as below:

Tender Submission Contract ref: CEXC – 2008.06

and delivered to:

Catherine Cowling
Corporate Procurement Manager
City of York Council
Guildhall
YORK
YO1 9QN

and received no later than 12 noon on XX XXXX XXXX

The Tender envelope should not bear any name or mark indicating the Tenderer and can be delivered at any time up to the time and date stipulated above which is the <u>latest for receipt</u>. Under no circumstances will Tenders be accepted which identify the Tenderer in any way or arrive after the due date and time for receipt.

- 2.2.2 Tenderers are strongly advised to send their Tender by secure means e.g. registered post to ensure it reaches the Council before the submission deadline.
 - 2.2.2.1 Tenders sent through the post are done so entirely at the Tenderers own risk. The Council accepts no responsibility for non-receipt. In the event of a dispute, it will be the responsibility of the Tenderer to prove delivery.

2.2.2.2	If a courier service plastic wraps the Tender documents to satisfy its own requirements, the outer covering should clearly indicate that the package contains Tender documents. Failure to do this may lead to the documentation not being processed as a Tender.

2.2.2.3 The Council does not accept responsibility for the premature opening or mishandling of envelopes that are not submitted in accordance with this Invitation to Tender.

2.3 Tender Clarification

2.3.1 Any questions concerning any aspect of the ITT or the proposed contract should be submitted by **Date 10 Days prior to closing date** preferably via e-mail to:

E-mail: catherine.cowling@york.gov.uk

or in writing to:

Catherine Cowling Corporate Procurement Manager City Finance Centre PO Box 31 YORK YO1 7DU

All correspondence should quote the contract reference: CEXC – 2008.06

- 2.3.2 Whilst the Council will endeavour to provide an adequate response to all questions raised by Tenderers, the Council cannot guarantee that a full response to any questions will necessarily be available within the timescales set for replies to this ITT.
- 2.3.3 Tenderers shall be responsible for ensuring that they are fully familiar with the nature and extent of the proposed contract and shall obtain for themselves at their own expense all information necessary for the preparation of their Tenders. No claim arising out of want of knowledge will be accepted.
- 2.3.4 Where the Council considers any question(s) to be of material significance, both the question(s) and the response will be

circulated by e-mail (or post where no e-mail address is available) to all Tenderers.

3. Next Stage - Stage 3 Supplier Presentations

- 3.1 The next stage of the procurement process will be Stage 3, Supplier Presentations. Suppliers will be invited to present their proposals and a mock up of the design of the newsletter to key city of york council stakeholders and evaluation panel.
- 3.2 It is expected that presentation sessions will take place over approximately 3 days. All sessions will follow score sheets/scripts provided by the Council in order to facilitate evaluation and scoring, which will be undertaken by all participating staff.
- 3.3 All demonstrations will take place at the Council's premises in York.
- Further details regarding the presentations will be issued to short listed suppliers.
- 3.5 The Council will not be liable for any costs suppliers may incur in the preparation and delivery of presentations.

PART B

PROCUREMENT TIMETABLE

- B1. Tenderers should note the following dates for this procurement process and ensure their availability as appropriate.
- B2. This is an indicative timetable only and maybe subject to change at the discretion of the Council.
- B3. Tenderers will be informed in advance of any revisions of the timetable (if required) throughout the remaining procurement process.

Stage	Task	Date / Proposed Date
1	Issue of OJEU Notice	8 th February 2008
1	Closing date for return of PQQ	17 th March 2008
	responses	
1	Evaluation of PQQ responses and	W/C 17 th march
	Shortlist 1	
2	Issue ITT to shortlisted suppliers	W/C 7 th April 2008
2	Closing date for queries regarding ITT	9 th May (est)
2	Closing date for return of ITT responses	19 th May (est)
2	Evaluation of ITT responses and Shortlist	W/C 19 th May
	2	
3	Issue of invitations and make	23 rd May (est)
	arrangements for supplier Presentations	
	with short listed suppliers	
3	Presentation period	W/C 2 nd June (est)
3	Evaluation of Presentations and Shortlist	End W/C 2 nd June (est)
	3	
4	Preferred supplier decided and notified	W/C 9 th June
5	Contract clarification	W/C 9 th June
6	Contract award	W/C 16 th June
	(subject to standstill period)	

PART C

EVALUATION OF TENDERS

C.1 Evaluation Approach

- C1.1 Prior to the detailed evaluation the Council will examine each Tender submitted for completeness and compliance. Tenders may be excluded where they have failed to comply with any of the Instructions to Tenderers as directed.
- C1.2 Following the above each Tender will be subject to a thorough evaluation. Results from the evaluation will produce a shortlist of no more than four suppliers who will be invited to take part in the next stage of the procurement process, *Stage 3 Supplier Presentations.*
- C1.3 The Council reserves the right to seek clarification in regard to any Tender (as required) during the evaluation process.

C.2. Evaluation Criteria

- C2.1 Evaluation of the Tender (and subsequent stages) will be undertaken following the model for the Most Economic Advantageous Tender (MEAT).
- C2.2 The qualitative evaluation criteria accounts for 60% of the evaluation and the remaining 40% accounts for the evaluation of total price.
- C2.3 The following elements will be assessed to form the qualitative evaluation (the sections being evaluated are listed in order of importance):

•	Design and Creativity	15%
•	Distribution	25%
•	Advertising methodology	10%
•	Sustainability	5%
•	Partnership Approach	5%

- C2.4 The following elements will be assessed to form the cost evaluation (the sections being evaluated are listed in order of importance):
 - Financial contributions required from the Council (i.e cost neutral will obtain the highest score)
 - Rate card for the Council's local recruitment advertising
 - Percentage of reliance on the Council's recruitment advertising.

C2.5 The following table shows the weighting breakdown of the 60% quality score for each section, for each procurement stage.

Section	s available		
	Stage 2 ITT	Stage 3 -	
		Stage 3 – Presentations	
	50%	50%	

C2.6 Each requirement has been denoted as being **E**ssential or **D**esirable. All essential requirements have a weighting double the amount of the desirable requirements.

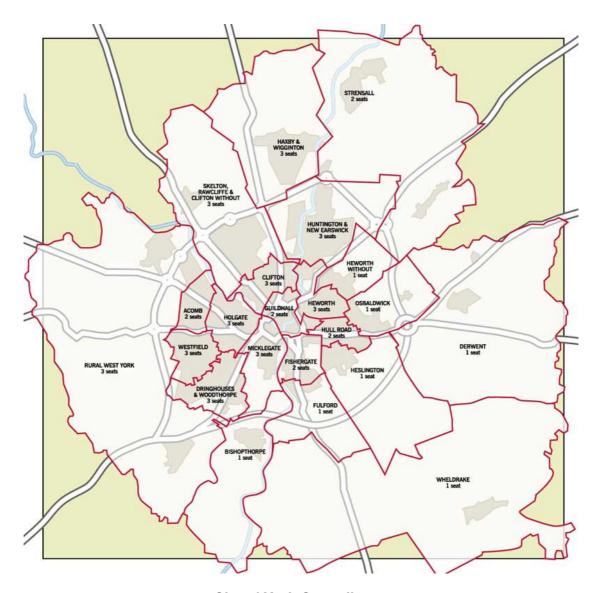
SCHEDULE 1

Requirements

1. Background

City of York Council is a unitary authority which includes rural areas beyond the old city boundaries. The urban area has a population of 137,505, while the entire unitary authority has 184,900 people. The city within the walls is a major tourist destination, attracting visitors from all over the world.

There are around 87,000 households in the York area, with the council area divided into wards (see map below). The households include many types of property, including farms, detached, semi-detached and terraced houses, and blocks of flats.



City of York Council area

Communicating with every household is a major priority for the council, informing residents of the work the council is doing, how the council is performing and providing value for money. The council's existing publication, *Your City*, is a quarterly, four page A4 two-colour news sheet, delivered to every household through

an in-house distribution network with its sister publication *Your Ward*. This distribution is staggered over a 4-6 week period. *Your City* does not provide enough information for residents in its existing format and the majority of residents in the council's polling are unhappy with the amount of information the council provides.

Reliable distribution of a newsletter to all of the 87,000 homes is essential, as any shortcomings in distribution, however understandable, will adversely affect the council's reputation. For this reason the distribution of the publication is included in this specification and guarantees about the effectiveness of distribution are required. (See distribution below)

Councillors have asked the council's marketing and communications team to improve communications with residents through the introduction of more frequent direct publications, delivered to every household. We are therefore looking for a partner to produce a monthly publication to allow for the most newsworthy and important stories to be reported factually and highlighted in feature articles. Areas where there is a particular need to explain the council's thinking on an issue can be highlighted, taking in all shades of opinion. Mechanisms for residents' feedback should also feature in the publication.

The provisions of the Code of Recommended Practice on Local Authority Publicity would apply, namely that all information must not support any political party and be as objective as possible.

2. Scope

The council is seeking creative solutions to the issue of direct communications with residents at low cost. The council not only needs to be able to inform residents of its work, it needs to provide value for money in doing so (and be seen to be providing value for money).

The council would provide the editorial and photographs for the publication through the marketing and communications team. All other aspects of the publication, including design, advertising, distribution and printing will be the responsibility of the successful supplier, subject to the council's agreement on overall design and some reasonable restrictions on potential advertisers.

The length and size of the publication would depend on the amount of advertising, but the council would envisage a minimum of eight pages of editorial in any new publication.

The council has no opinion on whether the publication should be a newspaper or a magazine, except that as a council publication it will reflect on the council. A product that looks 'glossy' might therefore be avoided, as would one that looks excessively cheap. Any bidder in this tender would be free to propose how a publication should look, and the council would be interested in the reasoning behind that.

The marketing and communications team would seek a close working relationship as partners in the new publication. The council may need to recruit extra staff, depending on the size of the publication, which may need to be figured into the financial calculations. For this reason production and distribution costs will need to be kept to a minimum.

3 Funding of a publication

The council would like the publication to be self-funding. The only cost the council will incur is in writing the publication – design, print and distribution would all need to be funded through advertising. Presenting a way this could be done is a major part of this specification, which is why we are especially looking for a creative approach.

The council is prepared for some or all of its local recruitment advertising to be redirected into the publication to offset these costs. At present the council spends around £150,000 annually on recruitment in local publications, although the long-term indications are that these costs will reduce.

4 Branding

The new publication would be to all intents and purposes a City of York Council publication, although potentially operated on the council's behalf by a third party.

The publication should be easily identifiable as a City of York Council publication. However, in recognising that we are seeking a partnership an element of joint branding would be acceptable.

5 Distribution

As mentioned in the introduction, distribution is an essential element in this specification. All 87,000 households, including flats, must receive the publication and the council will require proof that this has been achieved. Given the stringency of this requirement the council has in the past considered Royal Mail distribution essential.

The council's boundaries do not follow post code areas, with some post codes being in City of York Council boundaries and some being in adjoining authorities (North Yorkshire County Council and East Riding of Yorkshire Council). Therefore any post code based distribution either takes in some other areas or misses out some areas within the council's boundaries. This would need to be considered and a solution found by any successful bidder.

6 Timescale

The council recognises that a new publication will take time to establish itself. For this reason the council would like to enter into a two year agreement, or 24 issues.

7 Completion of the Specification

Suppliers are requested to respond in detail to each requirement within the requirements document set out below.

8 Requirements

Point		Essential/ Desirable	Supplier Response
8.1	Design		
8.1.1	Suppliers should identify how the document would be easy recognisable as a City of York Council publication.	Essential	
8.1.2	Proposals to be put forward on an appropriate look/layout for the publication, with reasoning for this suggestion provided.	Essential	
8.1.3	City of York Council envisage the editorial being a minimum of 8 pages. Suppliers must set out within their proposal how this is achievable.	Essential	
8.2	Advertising		
8.2.1	Suppliers should demonstrate how advertisements would be incorporated in to their publication	Essential	
8.2.2	Some or all of City of York Council's local recruitment advertising could be redirected into the publication. Suppliers must detail within their proposal how this could be incorporated.	Desirable	
8.2.3	Suppliers to detail within their response their approach to finding advertising from businesses to fund the publication.	Desirable	
8.2.4	If the supplier is to use the Council's recruitment advertising to part fund the publication, it should provide an estimate of the costs of advertising space to council departments.	Desirable	
8.3	Funding		
8.3.1	Suppliers to show how the publication will provide value for money.	Desirable	

Point		Essential/ Desirable	Supplier Response
8.3.2	Suppliers to consider how the publication could be self funding. Please include a business plan to demonstrate how this is achievable saying how much, if any, of the council's spend on local recruitment advertising will be required	Essential	
8.3.3	The Council would like to retain copyright on the publication in the event of insolvency of the Supplier or at the end of the term to ensure continuity. Suppliers are to include cost proposals on retaining the copyright at the end of the term.	Essential	
8.3.3	The Council's preference is that the publication is self funding. There must be a very strong business case should suppliers come back with costs to the Council. Suppliers can propose alternatives to self funding, however these must be submitted with a strong business case on the benefits and added value the Council can achieve with investment over and above the recruitment advertising.	Desirable	
8.4	Distribution		
8.4.1	Distribution must be completed to all households in a timely and reliable manor. Suppliers to detail their proposals on how the distribution requirement will be met.	Essential	
8.4.2	Suppliers must detail within their proposal how they will provided proof that all 87,000 households have received their publication.	Essential	
8.5	Sustainability		

Point		Essential/ Desirable	Supplier Response
8.5.1	Suppliers are to consider sustainability issues in their proposals. Include within your proposal how you will reduce the environmental impact of the new publication. The council is committed to reducing the environmental impact of its activities and will therefore expect this to be reflected in the publication. We would look for high quality recycled paper or other FSC approved sources of paper to be used for the publication, and we would look for production to be certified as to its total carbon footprint.	Essential	
8.6	Partnerships		
8.6.1	The supplier must be able to forge a close working relationship between the City of York Councils marketing and communications team. Suppliers to explain their approach to partnerships and how they will engage with key council stakeholders.	Essential	

SCHEDULE 2

Price Schedule

- Please ensure this document is completed and returned as part of your Tender.
- S2.1 All prices are to be given in Pounds Sterling (£) (exclusive of VAT), and to decimal fractions of a pound.
- S2.2 The prices stated will be deemed to be the fixed and fully inclusive price of the requirements described including; expenses, carriage, risks and obligations.
- S2.3 Any Tenderer is deemed to be fully satisfied on submitting a Tender as to the accuracy and sufficiency of the rates and prices stated in this Price Schedule which shall (except in so far as it is otherwise provided in the Standard Contract Terms) cover all its obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and all other circumstances influencing or affecting its tender.
- S.2.4 All prices quoted must be valid for a minimum of 180 calendar days from the tender return date.
- S.2.5 Alternative offers may be submitted provided they would be commercially beneficial to the Council. Full details of any alternative offers must be submitted as a separate document(s).
- S2.6 Suppliers must detail in their response to this schedule:
 - Whether the publication is cost neutral
 - How much advertising will be required to make the publication cost neutral from other businesses and organisations
 - The percentage that the Supplier will rely on from the Council's Local advertising budget

In addition to this suppliers must provide a rate card for advertsing space, based on fractions of pages (1/8 page, $\frac{1}{2}$ page, full page etc) with dimensions depending on the size of page suppliers choose.