

**Parks Tennis Operator**  
**Invitation to Tender (ITT) Open (FaT)]**  
**Contract Ref: DN667526**  
**Contracts Finder Ref: WIRLC001-DN667526-06043168**  
**Find a Tender Ref: 2023/S 000-036372**

Correspondence relating to the Tender may only be made through the messaging area on the Council's Procurement Portal.

Contract Term: 5-year period 11<sup>th</sup> March 2024-10<sup>th</sup> March 2029

Closing Date for receipt of completed Tenders: **12 Noon on Monday 22<sup>nd</sup> January 2024**

**This Document is to be retained by the Tenderer.**

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## Section 1 Introduction

This tender process is being carried out in accordance with the Open Procedure as set out in the Public Contracts Regulations (PCR) 2015.

<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>

These instructions are intended to set out the details relating to the Procurement that the Council is undertaking, including but not limited to, providing tenderers with an overview of the process, including evaluation methodology, and the indicative timetable of events.

The procurement will be conducted in accordance with the general principles of:

1. Transparency,
2. Mutual recognition
3. Proportionality, and
4. Equal treatment

Tenderers are advised to read these instructions carefully to ensure that all aspects of the tender requirements are met, and to help ensure you do not inadvertently invalidate your response.

Tenderers are invited to submit a Tender as set out in, and in accordance with this ITT document. Tenders that do NOT comply may be rejected by the Council, whose decision in the matter will be final.

### 1.1 Introduction to Wirral

This contract is primarily for delivery of goods, services or works to council establishments in Wirral. Wirral is a Metropolitan Borough of Merseyside in the Northwest of England with a population of approx. 300,000 over 60 square miles. Further information about Wirral is available on our website ([www.wirral.gov.uk](http://www.wirral.gov.uk)).

Further information regarding the authorities' priorities can be found using the following link: [https://www.wirralintelligenceservice.org/media/3634/wirral\\_plan\\_refresh-2022.pdf](https://www.wirralintelligenceservice.org/media/3634/wirral_plan_refresh-2022.pdf)

Wirral Council is currently undergoing a strategic review and due to the uncertainty of services required in the future, there is no guarantee as to the level of business under this contract nor will this agreement be an exclusive arrangement.

### 1.2 Subject Matter

In October 2021 the Department of Culture, Media, and Sport (DCMS) and the LTA announced a funding pot of £28million that will see public park tennis courts in very poor or unplayable condition brought back into life for the benefit of the community. Of this total sum, grant funding of £280k has now been provided to Wirral Council to improve park courts across the Borough.

Wirral Council are seeking to appoint a supplier to operate a new tennis delivery model for parks to increase tennis participation and drive an income which contributes significantly to ensuring self-sustainability and significantly less reliance on capital and revenue investment from reducing Council

budgets. The LTA capital investment is being used to install a gate entry system at all 12 identified sites. Of those 12 sites, 9 have been upgraded. The LTA objectives for Wirral's Parks Tennis are:

- To achieve an operating model that protects Wirral parks tennis courts for the future.
- For Wirral residents to be provided with an affordable and accessible tennis option for tennis.
- For programming and activation opportunities to engage with local communities.
- For those with financial barriers to have an opportunity to access free tennis (court bookings and programmes)
- To improve the tennis courts currently in the poorest playable condition.

Over the last 3 years the Council in partnership with the LTA have implemented several interventions to increase participation and provide accessible and affordable tennis at a local level. Over this period the Council has seen significant increases in players participating in parks having created free and affordable tennis activities, introduced accessible technology to improve the customer journey through online booking system and established databases to market further opportunities and track usage. Data from ClubSpark, the online booking system indicates that 6,918 court hours have been booked in the 12 months ending May 2023, across the 12 sites and 36 tennis courts.

Please see **Section 6 Specification** for full details.

This Tender document is issued via the Proactis Portal "The Chest" pursuant to Find a Tender Notice **2023/S 000-036372** and Contracts Finder Notice **WIRLC001-DN667526-06043168**

The following tender is divided into two parts:

- Invitation to Tender (ITT) Information Document (this document)
- Invitation to Tender (ITT) Response Document

Tenders should be submitted using the Invitation to Tender Response Document. Tenderers may retain the Invitation to Tender Information Document for reference.

## Section 2 Information to Tenderers

### 2.1 Procurement Portal

The procurement, including all communications that may have a bearing on the offer to be made or have any specific questions regarding this process, will be undertaken via the Procurement Portal ([www.the-chest.org.uk](http://www.the-chest.org.uk))

Should tenderers experience **technical** problems using The Chest portal, please contact [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com) or alternatively select the help button option from the Tool bar where you can log a ticket.

For critical or time sensitive issues (normally requiring resolution within 60 mins) Tenderers should call Telephone: 0330 005 0352.

Tenderers can access supplier guidance at [www.the-chest.org.uk](http://www.the-chest.org.uk) by selecting the Help button option from the Tool bar.

## 2.2 Clarification Questions

Tenderers are advised that where such enquiries have been made, and it is appropriate to do so, the Council will distribute to all tenderers a copy of the enquiry and the written reply, with anonymity preserved, via The Chest. It is the tenderer's responsibility to ensure that they check for any new information.

Telephone or e-mail enquires will **NOT** be accepted.

Tenderers are reminded to review the indicative procurement timetable "**Timetable of Events**" to ensure any clarification questions are received within the designated time period. Clarifications sought after this deadline may not be answered.

## 2.3 Terms and Conditions

For the avoidance of doubt the Council will not enter into negotiations regarding the substantive terms of the ITT documents.

## 2.4 Study of the ITT Documentation

Tenderers are required to examine the ITT Documents and to obtain all information required to submit a response. Tenderers shall be deemed to have satisfied themselves as to the correctness and sufficiency of their submission. No claims whatsoever shall be entertained arising out of the tenderer's failure to study the ITT Documents.

The following documents and appendices are to be read in conjunction with this ITT:

- Invitation to Tender (ITT) Information Document (this document)
- Invitation to Tender (ITT) Response Document
- Tennis Court License
- Site plans for each location (PDF attachments)
- Tennis T&C's

## 2.5 Terms and Conditions of the Contract

**[Refer to attachment Tennis T&C's]**

## 2.6 Submission Requirements / Compliance

### **Tenderer Submission Requirements**

The ITT must be completed as directed and returned via the Chest Portal, prior to the submission deadline outlined within the "Timetable of Events".

Please do NOT email your submission to the Council. Submissions received via any other channels will not be accepted.

Tenderer submissions must be submitted in line with the requirements outlined within the above section "Study of the ITT Documentation".

The council reserves the right to reject any tender that fails to comply with the submission requirements set out in this ITT.

The Council expressly reserves the right to require a potential supplier to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT.

Tenderers must answer all technical/quality questions in the Invitation to Tender (ITT) Response Document unless otherwise specified. The text boxes will expand to accommodate your responses. Tenderers are reminded they should NOT include Sales material that is unreferenced or meaningless to the submission of this quotation.

Please do not copy large documents from websites or use overly complex documents – these will not be evaluated. No appendices or attachments will be reviewed or marked unless specifically allowed for in the question instructions.

All appendices should be clearly referenced in the following format: Company Name – Document Name or Question Number and in Microsoft Word, PDF or Excel as required.

The Council strongly encourages tenderers not to leave the upload and submission of documentation until the last moment. No extensions will be made to deadlines due to any tenderer being unfamiliar with the portal or allowing insufficient time for uploading and submitting relevant documentation.

The following table is a list of all associated documents pertaining to this opportunity, the reasons for inclusion and the action to be taken by tenderers. Failure to complete all relevant documentation will result in exclusion from the process.

Tenderers must acknowledge they have read, understood or completed the relevant documentation by completing the table below.

Document	Purpose	Action	Compliance	Pass/Fail Y/N	
<i>ITT Instruction to Tenderers (this document)</i>	<i>Provides details on the procurement process and instructions on how to submit your response</i>	<i>To be read by all Tenderers</i>	<i>Confirmation tenderer has read all instructions</i>	<b>Yes</b>	
<i>Section 6 Specification</i>	<i>Details the requirements of the contract.</i>	<i>To be read by all Tenderers</i>	<i>Confirmation tenderer has read all instructions</i>	<b>Yes</b>	
<i>ITT Tenderers Response Document</i>	<i>Tenderer response document, to be completed by tenderers in response to this opportunity.</i>	<i>To be completed and submitted by tenderers (respond to all question, completed pricing schedule as instructed)</i>	<i>Confirmation tenderer has answered all questions, in ITT Tenderer Response Document &amp; Completed the necessary Pricing section &amp; Signed the Declaration.</i>	<b>Yes</b>	

## 2.7 Supplier Submission Errors and Omissions

If the Council discovers errors or omissions in the tender response, the tenderer may be required to justify the price/item(s) concerned. Any price adjustments to the tender response made by agreement between the Council and the tenderer and shall be confirmed in writing by the tenderer to the Council before final acceptance by the Council.

## Section 3 Tender Conditions

### 3.1 Acceptance of Tender

The tender shall constitute an irrevocable offer to perform the service. The successful tenderer shall conclude a formal contract with the Council, which shall embody the tenderer's offer. No tenderer may consider itself successful unless and until a formal contract has been signed by a duly authorised representative of each party.

It is clearly understood that the ITT and the submission of the tenderer shall not in any way bind the Council to enter into a contract with the tenderer or involve the Council in any financial commitment whatsoever in this respect. The tenderer is also advised that the Council do not bind themselves to accept the lowest, or any, tender, but at the Council's sole discretion may accept the whole or part of any tender.

Any acceptance of a tender by the Council shall be in writing and shall be communicated to the tenderer. Upon such acceptance the Contract shall become binding on both parties, and, notwithstanding that, the appointed provider shall upon request of the Council execute a formal contract in writing in the form of the contract provided with the tender documents.

The tender shall remain open for acceptance for a period of 90 from the closing date for the receipt of tenders.

### 3.2 Rejection of Tender

The Council may in its absolute discretion refrain from considering or reject any tender if:

- The tender is incomplete or vague or is submitted later than the prescribed date and time; or
- It is not in accordance with the ITT or is in breach of any condition contained in the ITT.

Any tender in respect of which the tenderer:

- Has directly or indirectly canvassed any official of the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer; or
- Fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person; or
- Communicates to any person other than the Council the amount or approximate amount of the prices shown in the Pricing Schedule except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the tender or for the purposes of insurance or financing; or
- Enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another tenderer; or
- Offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement, or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other tenderer or any other person's proposed tender, any act or omission; or
- In connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

Shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a tenderer may attract.

### 3.3 Amendment to ITT Documents

Should any additions or deletions to the tender documents be considered necessary prior to the date for submission of tenders, these will be issued by the Council to tenderers and will be deemed to then form part of the tender documents; the Council reserves the right to extend any date for submission of the tenders accordingly.

### 3.4 Tenderer Responsibilities

Tenderers shall be deemed to have satisfied themselves before submitting its tender as to the accuracy and sufficiency of the prices and rates as stated in any Pricing Schedule contained in that tender which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the contract and a tender shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its tender.

The tender is responsible for obtaining all information necessary for the preparation of its tender and all costs, expenses and liabilities incurred by a tenderer in connection with the preparation and submission of a tender shall be borne by the tenderer.

### 3.5 Council Representatives

No person in the Council's employ or other agent, except as so authorised by the Contact Officer, has any authority to make any representation or explanation to tenderers as to the meaning of the contract or any other tender document or as to anything to be done or not to be done by tenderers or the successful tenderer or as to these instructions or as to any other matter or thing so as to bind the Council.

### 3.6 Confidentiality

All information supplied by the Council in connection with this ITT and other accompanying documents shall be treated as confidential by tenderers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties guarantees and quotations necessary for the preparation and submission of the tender.

### 3.7 Tender Documents

The documents which constitute the tender documents, and all copies thereof are and shall remain the property of the Council and save for the purposes of the tender, must not be copied, or reproduced in whole or in part and must be returned to the Council upon demand.



### 3.8 Council's Warranties and Disclaimers

The fact that a tenderer has been invited to submit a quotation does not necessarily mean that the tenderer has completely satisfied all the Council's criteria and the Council may require further information as appropriate and assess this as part of the tender evaluation process.

The tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the successful tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the tenderer in respect of the service by reason of the specification being different to that envisaged by the tenderer or otherwise.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any tenderer or its professional advisors.

Each tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into any other contractual agreement. Under no circumstances shall the Council be liable to a tenderer in respect of any costs incurred by a tenderer (whether directly or otherwise) in relation to the preparation or submission of a tender.

### 3.9 Discrepancies, Omissions and Enquires concerning the ITT Documentation

Tenderers will have been able to access this documentation as they are registered on The Chest, the Councils web-based portal for the letting of tenders. Should tenderers find discrepancies in, or omissions from the documents, the Council should immediately be notified by the tenderer via the messaging function on The Chest ([www.the-chest.org.uk](http://www.the-chest.org.uk)).

### 3.10 Freedom of Information Act (2000)

The Council is a public authority under the Freedom of Information Act 2000 (the "Act").

As part of its duties under the Act, the Council may disclose information to a person making a request unless the information is covered by an exemption under the Act. The Council is required to determine whether the public interest in maintaining the exemption from disclosing it outweighs the public interest in disclosing it.

Tenderers must state in their ITT submission whether they consider the information supplied, if disclosed to a third party, would be prejudicial to their commercial interests and if so, the reasons for such a claim. Tenderers should be aware that although such claims and reasons will be taken into consideration by the Council when deciding whether to disclose information, the Council may still be required to disclose such information so that the Council's statutory obligations are met.

Receipt by the Council of any material marked ‘confidential’ or equivalent should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking. The Council shall not be responsible for any loss, damage, harm, or other detriment however caused arising from the disclosure of any of the confidential information under the Freedom of Information Act or other similar legislation or code.

## Section 4 Procurement Timetable

Completed Tenders must be submitted electronically via the Procurement Portal by the due time and date for return, as set out in the indicative procurement timetable “**Timetable of Events**”.

Tenderers responding to this ITT must read and accept the terms and conditions of contract.

Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

### Timetable of Events

Stage	Indicative Dates
ITT Issue Date	11 <sup>th</sup> December 2023
Closing Date for Clarifications	15 <sup>th</sup> January 2024
Closing Date for receipt of Tenders	22 <sup>nd</sup> January 2024
Evaluation Period	W/C 22 <sup>nd</sup> January 2024-2 <sup>nd</sup> February 2024
Award Governance	W/C 5 <sup>th</sup> February 2024
Notification of award Issued (Successful & Unsuccessful Tenderers informed)	W/C 6 <sup>th</sup> February 2024
Standstill period	6 <sup>th</sup> February 2024
End of standstill period (10 days from publication of award letter)	16 <sup>th</sup> February 2024
Contract Governance	W/C 19 <sup>th</sup> February 2024
Contract Formulation	W/C 26 <sup>th</sup> February 2024
Estimated Contract Start Date	11 <sup>th</sup> March 2024

The intended duration of the initial contract is from 11<sup>th</sup> March 2024 to 10<sup>th</sup> March 2029.

The council intends to award the Contact no earlier than 16<sup>th</sup> February 2024.

The Council reserves the right to abandon the procurement process at any time, to amend the timetable to award and/or not to award a contract. Tenderers will be notified accordingly where there is a change in the timetable.

## Section 5 The Evaluation Process

The Council shall award the contact to the Tenderer who proposes the Most Economically Advantageous Tender in line with the weightings below, subject to the Councils right to reject abnormally low tenders.

No offer made is deemed accepted by the Council until the Council has accepted the tender in writing.

All correspondence relating to the award of this contract will be made via the Chest Portal.

For the avoidance of doubt, unless stated the Council will not be entering into an exclusive agreement for the goods, works or services specified.

Criteria	Weighting
Quality (Technical)	30%
Social Value	10%
Income	60%
Total	100%

Upon receipt of submissions, the Council will be concerned to ensure that there has been full compliance with the documents, and all necessary information has been supplied. The information supplied will be checked for completeness and compliance before responses are evaluated. The Council shall not be bound to accept the lowest price of any tender submitted.

**If Tenderers score 2 or less on 2 or more occasions, within their Technical (Quality) Evaluation responses, Wirral Council reserves the right to exclude them from the evaluation process.**

## 5.1 Section one Supplier Selection Questionnaire of the Invitation to Tender (ITT) Response Document

The Selection Questionnaire will be marked on a pass/fail basis, and this will entail conducting an independent financial credit check along with the taking up of references.

If you need the opportunity to submit additional evidence that will clarify your financial standing, this should be submitted at question **4.1**.

The Council reserves the right to reject your submission, where we are unable to verify that your organisation, is a legitimate trading organisation.

- Has acceptable levels of financial standing.
- Promotes good practices in areas of employment, health & safety, and environmental care & protection.

## 5.2 Technical (Quality) Evaluation

Each Quality (Technical) Question holds an individual weighting against which a score of 0-5 will be awarded.

The weighted Quality (Technical) Scores will be added together to form an overall score for comparison.

Quality Questions will be evaluated by a panel of officers from the Council who have the relevant technical knowledge and/or experience and scored in accordance with the marking regime below.

Score	Description
0	<b>Not acceptable:</b> The response is not robust and not well documented. The Evaluation Panel is not confident that the Tenderer understands the requirement in the question and the proposal does not provide evidence and assurance that the relevant aspects of the requirement would be delivered to an acceptable standard.
1	<b>Poor:</b> The response is not robust and not well documented. The Evaluation Panel is not confident that the Tenderer fully understands the requirement in the question and the proposal provides very limited or poor evidence and assurance that the relevant aspects of the requirement would be delivered to an acceptable standard.
2	<b>Acceptable:</b> The response is robust and documented to an acceptable standard. The Evaluation Panel is confident that the Tenderer understands the requirement in the question and the proposal provides acceptable evidence and assurance that the relevant aspects of the requirement would be delivered to an acceptable standard.
3	<b>Good:</b> The submission is robust and documented to a good standard. The Evaluation Panel is confident that the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the requirement would be delivered to a good standard.
4	<b>Very Good:</b> The submission is robust and documented to a very good standard. The Evaluation Panel is very confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspect of the requirement would be delivered to a very good standard.
5	<b>Excellent:</b> The submission is robust and documented to an excellent standard. The Evaluation Panel is extremely confident that the Tenderer understands the requirement in the question and the proposal provides excellent evidence and assurance that the relevant aspect of the requirement would be delivered to an excellent standard.

### 5.3 Income

Bidder's commercial submissions will be evaluated in accordance with the below methodology.

The bidder with the Highest commercial offer will be awarded the full (maximum) marks available.

All other bids will be compared against the highest bid and scored accordingly, using the following formula.

$$\text{Commercial Score} = \text{Other bidder offer} / \text{Highest offer} \times \text{XX\% (the percentage \% weighting)}$$

#### Example

Percentage Weighting = 40%, Bidder "A" Highest Commercial Offer = £100, Other Bidder "B" Commercial Offer = £80

Other Bidder "B" Score  $80/100 \times 40\% = 32\%$

## 5.4 Social Value

### 5.4.1 Social Value Introduction

This section sets out the methodology that Wirral Borough Council (WBC) will follow to evaluate Social Value offers from tenderers.

Wirral Borough Council defines Social Value as a commitment to using our influence and commissioning resources to help deliver the Wirral plan; to drive economic growth, improve the local environment and support vulnerable people – while ensuring the best possible value for money when buying goods and services for the people of Wirral.”

The public services (social value) act 2012 (the ‘act’) requires Wirral Council to consider how the services they propose to procure "might improve the economic, social and environmental well-being" of the area in which the services are to be provided.

In meeting this requirement, the council looks to achieve social value through its procurement activities, and as a result includes social value as part of its assessment of value for money and determining the most economically advantageous tender.

The council is actively seeking contractors who share their commitment to proactively deliver additional social value to the borough. Delivery of social value measures should not be included in the cost of delivering the services, you are required to offer measurable targets of social value, in addition to fulfilling the services set out in the specification.

Tenderers must read the instructions provided below and complete the embedded document Social Value Workbook in the tenderer response document.

### 5.4.2 Social Value Evaluation Overview

Wirral Council is committed to a performance and evidence-based approach to Social Value based on the National TOMs (Themes, Outcomes and Measures).

Tenderers are to propose achievable targets against which performance (for the successful tenderer) will be monitored. The TOMs within this tender process reflect the specific needs of Wirral Council.

Tenderers will be required to complete a social value submission for any given tender. A copy of the TOMs for your specific tender will be made visible through the TOMs Social Value Workbook included in the tender documents.

Please note that Wirral Council is not being prescriptive in the measures being sought from tenderers by way of Social Value proposals, a key success factor will be ensuring that proposals are effectively aligned with the tenderer’s own corporate purpose and its ability to deliver against the commitments made.

For the avoidance of doubt none of the measures are mandatory but tenderers should ensure that their proposals are relevant and proportional to this contract.

The proposal must relate directly to the contract in question and should be proportional to the overall contract value (for example, social value bids that are in excess of 100% of the contract price are unlikely to be deliverable).

### 5.4.3 Social Value Bid Submissions

#### Overall Approach

Tenderers can see from the proxy values included in the TOMs workbook how the Social Value calculation will be calculated from the range of commitments made by the tenderer. The aggregate projected Social Value will form the basis of the quantitative Social Value evaluation. Tenderers should be confident that they can deliver the Social Value proposals made, as these will form part of the contract with the Council. The winning tenderers' Social Value will be monitored, and the tenderer will be required to report as requested by the Council.

Measuring and reporting on Social Value is a developing field and Wirral Council recognises that flexibility and a collaborative approach are required. Agreed Social Value commitments may require a certain amount of refinement as a result.

A key requirement is the willingness of the successful tenderer to work openly and transparently with the Council whilst bearing in mind that the overall value of social value commitments made must be delivered".

As part of the tendering process social value submissions should also include a Social Value Delivery Plan

The aim of the Delivery Plan is to enable evaluators to determine whether tenderers are properly resourcing, managing and are capable of delivering their Social Value commitments.

The delivery plan should elaborate on the following as a minimum:

- The name of the person who will be responsible for delivery of the Social Value submission made by your company, details of how social value delivery will be managed in the organisation and resources that will be deployed.
- Tenderers should provide clear evidence that they can identify, source, deliver and report on each target set.
- Tenderers should include the timeline for delivering the social value submission.
- Tenderers should specify what their internal processes are in the event that something goes wrong, i.e. how will any non-delivery of offers made, or poor quality be escalated internally and addressed.
- Detail processes for engagement and collaboration with relevant local stakeholders, including Voluntary Community and Social Enterprises (VCSEs) in the delivery of Social Value, identifying key stakeholders needed to support the plan and setting out detailed plans for the early phases on engagement.

#### Tender Requirements

Tenderers are required to complete the following as part of their tender:

A completed TOMs workbook containing:

- A quantified Social Value Proposal; and
- A Method Statement per quantified Social Value Proposal
- The relevant Organisation Name and Verification section completed at the top of the workbook
- A Social Value Delivery Plan

A method statement **must** be provided alongside each quantified Social Value Proposal.

**PLEASE NOTE, THERE IS A WORD COUNT OF 500 WORDS PER METHOD STATEMENT ACCOMPANYING EACH QUANTIFIED SOCIAL VALUE PROPOSAL.**

In their Social Value Proposals tenderers will make specific Social Value commitments, using the TOMs, for the duration of the contract.

The Method Statement for each commitment will explain how the commitments will be delivered.

Each of the above are explained in more detail below.

#### **Quantitative Social Value Proposal – 5% of evaluation (targets / how much Social Value)**

Using the TOMs workbook, a tenderer will complete and submit this workbook before the deadline for tender submissions with justified target figures for each quantitative Social Value measure the tenderer wishes to commit to.

Please note any target social values that include description/evidence but does not include a quantity or financial proxy value will be discounted at evaluation stage.

#### **Qualitative Social Value Proposal – 5% of evaluation**

##### Method Statements

Using the TOMs workbook, a Method Statement for each quantitative submission should support and explain the quantitative Social Value Proposal committed. The Method Statement should support the Social Value Proposal.

Please note that any target social values that do not include a method statement will be discounted at evaluation stage.

The Method Statement should contain:

##### How the Tenderer Will Deliver Social Value

For every measure where the tenderer has submitted a quantitative value, the method statement should cover the tenderer's broad approach and explain how the tenderer will make best use of the opportunities created by the contract to contribute to the delivery of sustainable Social Value outcomes.

This should be done in the context of the community needs and opportunities in the relevant area.

## 5.4.4 Evaluation of Social Value

Social Value has been allocated a total weight of **10%** as part of the overall quality/price matrix for this procurement. This will be evaluated using sub-weightings on the following basis:

**Quantitative score:**     **5%** (50% of total question score)

**Qualitative score:**     **5%** (50% of total question score)

**Quantitative Assessment:**

The quantitative score will be calculated using the formula below:

The tenderer submitting the highest Social Value offer will be scored [5]% for this section. All other tenderers be scored in relation to the highest Social Value offer as follows: -

$$\frac{\textit{Tenderers total Social Value offer}}{\textit{Value of the highest Social Value offer from all tenderers}} \times [X\% \textit{ weighting}]$$

The information submitted by tenderers in the Description / Evidence Box on the form will be used in the evaluation to verify the quantitative values submitted by tenderers and to ensure they meet the requirements below.

**Qualitative Assessment, Social Value Offer:**

The following parameters that will apply to Social Value offers made by tenderers: -

***Double counting:*** Each activity or intervention may be claimed once only.

*Example: if a reduction in CO2e emissions is proposed through implementing a flexible working initiative, tenderers may not claim the same reduction in emissions achieved through a different initiative. Similarly, data and actions that are within a tenderer's existing service should not be included, only those that are over and above the core service. i.e. additionality.*

***'Local':***

The definition of 'Local' means "**residing within the Metropolitan Borough of Wirral**". Any Social Value offer that does not provide benefits to the communities within this definition will be excluded in the evaluation. Equally, tenderers must not include elements of spend in their proposals which are outside this definition (for example, central overheads or head office costs where the tenderer's head office is outside the local area as defined).

When estimating the level of local spend, tenderers must only include projections of spend that occur as a result of this contract and can be influenced by their own spending decisions. Tenderers must not include estimates of local spend within their supply chain which are outside their direct control.

***Amendments to proxy value or units:***

The proxy values and units are not to be amended. Tenders will be adjusted if any values/units are amended.

***Partial contributor:***

An identified intervention might only be a partial contributor to an outcome because:

- i. there might have been other interventions,
- ii. an investment could have been made in partnership with other organisations.
- iii. the activities were a small part of a larger initiative.



In these cases, tenderers should include a percentage of the value that can be directly linked to the project.

**Timing of benefits:**

Social Value benefits must relate directly to the minimum contracted duration. Where the tender includes the possibility, but not the certainty of a contract extension, this potential additional period must not be factored into the Social Value projections. Unless otherwise stated (for example if the instructions explicitly require an annualised figure for a specific measure), estimated benefits are deemed to be for the duration of the contract.

**Clarification of Social Value offers:**

In the event of any inconsistencies between a tenderers Social Value offer and the above parameters or the tenderers qualitative Social Value proposals relative to the nature and scope of the proposed contract, Wirral MBC will seek clarification to enable the tenderer to explain/justify the methodology used via the messaging function on The Chest with specific timelines for response to which the tenderer must adhere.

**Qualitative Assessment:**

The description and evidence provided about how social value offers made will be delivered (Qualitative evidence) will be evaluated using the scoring mechanism set out in the table below.

The assessment will be based on the description and evidence provided for each measure the tenderer has made a commitment against to determine the tenderers capability to deliver the social value offers made.

Each social value measure, the tenderer commits to will be evaluated independently.

The following sum will be used to calculate tender qualitative % weighting.

$$\frac{\textit{Bidder's average score}}{\textit{Maximum possible score}} \times \textit{Social Value Qualitative Weight}$$

**Example**

If a tenderer commits to 5 social value measures and is scored as follows based on the description and evidence provided:

Social Value Measure Number	Score
Social Value Measure 1	Very Good (Scores 4)
Social Value Measure 2	Good (Scores 3)
Social Value Measure 3	Good (Scores 3)
Social Value Measure 4	Not Acceptable (Scores 0)
Social Value Measure 5	Acceptable (Scores 2)

**4+3+3+0+2** (total of tenderer scores) / **5** (number of measures committed to) = **2.4** (Average)

The weighting allocated to the qualitative element is 10%

$$2.4 \text{ (tenderers average score)}/5 \text{ (maximum available score)} \times 10\% \text{ (SV Qualitative Weighting)} = 4.8\%$$

**Please Note:** if a tenderer receives an overall score of 1 or less for the qualitative sub-criteria this will permit the evaluation panel to cease marking the tender and disqualify it entirely.

Score	Description
0	<b>Not acceptable:</b> The response is not robust and not well documented. The Evaluation Panel is not confident that the Tenderer understands the requirement in the question and the proposal does not provide evidence and assurance that the relevant aspects of the requirement would be delivered to an acceptable standard.
1	<b>Poor:</b> The response is not robust and not well documented. The Evaluation Panel is not confident that the Tenderer fully understands the requirement in the question and the proposal provides very limited or poor evidence and assurance that the relevant aspects of the requirement would be delivered to an acceptable standard.
2	<b>Acceptable:</b> The response is robust and documented to an acceptable standard. The Evaluation Panel is confident that the Tenderer understands the requirement in the question and the proposal provides acceptable evidence and assurance that the relevant aspects of the requirement would be delivered to an acceptable standard.
3	<b>Good:</b> The submission is robust and documented to a good standard. The Evaluation Panel is confident that the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the requirement would be delivered to a good standard.
4	<b>Very Good:</b> The submission is robust and documented to a very good standard. The Evaluation Panel is very confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspect of the requirement would be delivered to a very good standard.
5	<b>Excellent:</b> The submission is robust and documented to an excellent standard. The Evaluation Panel is extremely confident that the Tenderer understands the requirement in the question and the proposal provides excellent evidence and assurance that the relevant aspect of the requirement would be delivered to an excellent standard.

### **Total Social Value Score:**

Tenderers will be scored on a combination of their quantitative and qualitative responses.

Tenderers must provide realistic and convincing **method statement** of how targets will be achieved in practice within the TOMs workbook.

*Example - if a tenderer commits to employing 10 long-term unemployed people, it should explain the partnerships in place / plan to develop to identify those potential employees in the method statement box alongside the quantitative data.*

The total Social Value score will be derived from the following calculation: -

**Total Social Value score** = Quantitative score at **5%** + Qualitative score at **5%**

### 5.4.5 Social Value Reporting

As social value is a high priority for the authority within the Wirral Plan. Tenderers who submit social value commitments will be expected to report on a quarterly basis for those measures committed.

Tenderers will be provided with an excel workbook for completion at contract outset, which will be sent to the email address of the responsible officer who signed the contract declaration, or the named key personnel of the tenderer.

The expectation of the authority is to receive a completed workbook every 3 months (quarterly) to provide the authority a progress report on how the committed measures are progressing.

The Contract managers acting on behalf of the authority are responsible for monitoring and managing the successful tenderer in terms of arranging submission of quarterly reporting against those Social Value commitments.

### 5.4.6 Social Value Non-Delivery

There may be genuine, justifiable reasons for the non-delivery of a social value offer from the successful supplier. In these circumstances, the Council will work with the successful supplier to determine what social value, to an equivalent social value proxy value will be delivered instead.

Non-delivery of a social value offer or late delivery may require the supplier to pay the Council an amount equal to the relevant social value proxy value (or pro-rata amount if partial failure) and/or could result in termination of the contract.

### 5.4.7 Total / Overall Score

Tenderers total score will be calculated by adding the total weighted scores (Technical, Social Value & Price) together to produce a total score (out of 100%).

## Section 6 Specification

### Introduction

Wirral Council's in-house Leisure Services are responsible for the management of 2 golf courses, a pitch and putt facility, a Marine Lake and Watersports Centre and 6 leisure centres across the Borough, providing a range of sports and leisure facilities to the residents and visitors to the Borough.

Creating an Active Wirral 2026 is the 5-year strategy to make sport and physical activity part of everyone's everyday life across Wirral.

Active Places and Open Spaces is a core theme within the strategy with the aim of developing more active and sustainable environments and communities and to increase physical activity opportunities in parks and open spaces.

## Funding

In October 2021 the Department of Culture, Media and Sport (DCMS) and the LTA announced a funding pot of £28million that will see public park tennis courts in very poor or unplayable condition brought back into life for the benefit of the community. Of this total sum, grant funding of £288k is available to Wirral Council to improve park courts across the Borough. The upgrade works have taken place.

## Tennis courts delivery model

This new tennis delivery model for parks will increase tennis participation, improve the quality of more park courts across the borough and drive an income which contributes significantly to ensuring self-sustainability and significantly less reliance on capital and revenue investment from reducing Council budgets.

The park tennis courts identified as part of this contract are:

No	Park Name	Park Address	No. of Courts
1.	Coronation Park Greasby	Greasby Road, Greasby, Birkenhead CH49 2PW	1
2.	Harrison Park Wallasey	Harrison Drive, Wallasey, CH45 3HL	7
3.	Torr Park Eastham	Eastham Village Road, Eastham, Birkenhead CH62 0BL	2
4.	Arrowe Park Woodchurch	Arrowe Park Road, Woodchurch CH49 5LP	1
5.	Higher Bebington Park	Bebington, CH63 8LS	3
6.	Saughall Grange	Orchard Grange, Moreton, CH46 6DG	2
7.	Birkenhead Park	Park Road North, Birkenhead CH41 8AX	6
8.	Ashton Park West Kirby	Carpenter's Lane, West Kirby, Hoylake CH48 7EX	2
9.	Irby Park	Mill Hill Road, Irby, Heswall CH61 4UE	2
10.	Marine Park New Brighton	Kings Parade, Wallasey, CH45 2NY	4
11.	Meols Parade Gardens	Meols Parade, Meols, Hoylake CH47 3AH	2
12.	New Ferry Park	Stanley Road, New Ferry CH62 5AR	4

Proposals are being invited from suitably experienced tennis operating companies and individuals to manage the contract of operating tennis programmes across newly refurbished tennis facilities and gated courts within parks across Wirral.

## Specification

The successful tenderer will provide all tennis activity and programmes at the courts.

## Responsibilities

The supplier shall be responsible for the following:

**Digital Journey to Court: online booking**

- Ensure all courts are available for public booking.
- Ensuring all tennis venues, courts and activities are promoted on and accessible through LTA Play online booking using Clubspark (or any future LTA Operations-approved alternative booking system or aggregator). Booking access to be available through the LTA website and booking app.
- Collect fees through the Clubspark System in respect of “pay and play” and season ticket users as per the fees and pricing policy structure set by Wirral Council. Pricing Policy is:
  - Pay and Play charge of £4 per court.
  - Annual season ticket / pass cost of £35 per annum
  - Annual season ticket / pass will be free of charge for those residents who are on a low income and are in receipt of benefits from the Department of Work and Pensions.
  - Fees and charges are subject to annual review with the Contract Manager

**Gate Access Systems and Fencing**

- Ensure the gate access control system is operational at all times, completing any repairs as required with immediate effect or as soon as possible, where operational means that end-users of the tennis facility at the Site can access the facility remotely – ie, by enabling end-users to book the tennis courts via Clubspark (or the LTA’s preferred booking system from time to time) and be provided with an access code remotely to allow the end-user to open the gate and gain access to the tennis facility using the access code.
- Ensure access codes are provided to users as per agreement with a gate supplier approved by the LTA.
- Ensure that the gate access control system provides end users access to the courts remotely, both generating access codes and providing onward transmission to end users in order to open the gate.
- Ensure an annual service of the gate and access control system, including: (i) testing the keypad and replacing the batteries (or, in the case of premium gates which operate without batteries, testing the power supply); and (ii) checking the gate and access control system are operational, including the internal manual exit and self-closer function of the gate.
- If You do not purchase the “Maintenance Programme” available from the applicable Contractor nominated by the LTA, you must obtain the LTA prior written approval of Your alternative maintenance programme.
- Making repairs to (and replacing and/or renewing, as necessary) fencing and nets as required to maintain the court playing characteristics at all times.

**Sustainability and Pricing**

- Abide by the set pricing policy set out to ensure an open and affordable offer to everyone, through a mix of free and charged provision which is appropriate to the local community, and the courts operated in a way that ensures sustainability.
- A charging model can help develop resources that can be re-invested into on-going maintenance and repairs and future court refurbishments. Using the features of Clubspark, charging can be flexible to include coaching, season ticket, be venue specific or court time specific to contribute to on-going costs/replacement.

**Operating, Coaching, Free Park Activities & Competition Provision**

- Attend and contribute to quarterly meeting to review progress and data with LTA Operations and Wirral Council.
- For all parks identified and categorised for free tennis, you must commit to working with LTA Operations to deliver a free tennis offer either through the Operator or a charity like Tennis for Free.
- The Operator will attempt to ensure that “Local Tennis Leagues” (LTL) are available and promoted to players at each park governed by this agreement.
- You shall support the launch of all Sites following Completion of any Individual Site-Specific Works and thereafter may display promotional material relating to the LTA’s national tennis campaigns and promotions to increase opportunities to drive tennis participation.
- You shall display signage which promotes how players can access the courts and (in a form agreed with us in advance) recognises DCMS and LTA Tennis Foundation as project funders. All signage must be approved by Wirral Council

**Routine Parks Maintenance**

- The Council will continue to include the courts in its current park’s maintenance routine to remove debris / litter.

**Finance**

The operator shall provide statistics and information including income and outgoings, relating to the use of the tennis courts, quarterly to the Council. The supplier will meet directly all operating and maintenance costs of the gate entry system, fencing, posts and nets.

The operator shall pay the agreed fee per court in line with the Council’s payment schedule

## Section 7 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

It is at the tenderers risk that any judgement regarding the application of TUPE is made and should undertake their own due diligence in this respect, including liaising with the incumbent supplier as necessary.

Where TUPE applies by operation of law, it is the responsibility of the potential transferor and potential transferee to seek professional advice on the potential application and implications. Wirral Borough Council does not make any express or implied warranty or representation concerning the application or non-application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (TUPE) to this contract.

If the successful tenderer submits a bid having concluded that TUPE does not apply, and this assumption subsequently proves to be incorrect, the successful tenderer shall, unless agreed otherwise, nevertheless comply with TUPE and bear the costs without any increase of the charges.

**Disclaimer:** This document is produced in good faith and on a common good basis. Any application of the guidance is solely at the discretion of the reader. No warranty is offered.