

**RYEDALE
DISTRICT
COUNCIL**



**Service Contract: For the Provision of
Leisure Services to Ryedale District
Council**

Contract Reference: YORE-*ref tbc*****

PROJECT INFORMATION MEMORANDUM

DECEMBER 2013

CONTENTS

SECTION	HEADING
1.0	INTRODUCTION
2.0	PROCUREMENT PROCESS
3.0	BACKGROUND
4.0	PROCUREMENT OBJECTIVES
5.0	COUNCIL'S REQUIREMENTS
6.0	PROCUREMENT TIMETABLE
7.0	PQQ EVALUATION CRITERIA
8.0	CONFIDENTIALITY
9.0	CANVASSING AND NON-COLLUSION
10.0	GUIDANCE NOTES
11.0	DISCLAIMER
APPENDIX A	PRE-QUALIFICATION QUESTIONNAIRE
APPENDIX B	PQQ EVALUATION METHODOLOGY

1.0 Introduction

- 1.1 Ryedale District Council (RDC) is seeking a partner to operate, maintain and potentially invest in the Sport and Leisure Facilities within the District.
- 1.2 In pursuit of improved services and increases in participation, the Council recognises that partnerships can deliver significant benefits. It is keen to engage with the wider market to achieve the potential benefits of a strategic partnership, in order to deliver its aspirations and secure the long term delivery of sports facilities in the District. In particular, the Council wishes to explore the potential for additional capacity, innovation and service delivery that a collaborative relationship with an external partner could bring. The Council is open to exploring innovative ways of structuring any partnerships to secure maximum value and is keen to explore both the financial and non financial benefits that can be gained through this approach.
- 1.3 This Project Information Memorandum contains information about the Council and the processes, objectives and outcomes that are relevant to this procurement. Attention is drawn to the disclaimer in paragraph 11.



2.0 Procurement Process

- 2.1 The whole procurement process is being conducted in accordance with the Competitive Dialogue Procedure under the Public Contracts Regulations 2006.
- 2.2 A Notice has been published in the Official Journal of the European Union (OJEU), seeking expressions of interest from potential partners.
- 2.3 Appropriate Invitation to Tender documents will be issued at each stage, and all stages of the dialogue will be evaluated on the basis of predetermined award criteria which will be provided in the tender documentation.
- 2.4 The Council reserves the right to cancel or withdraw from the procurement process at any time and for any reason without incurring any liability or cost (howsoever arising) to bidders.
- 2.5 Bidders should carry out their own due diligence checks and make their own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine their interest in the project.
- 2.6 At all stages of the procurement the Council shall not be responsible for, or pay any costs or expenses which are incurred by the bidder in the preparation and submission of their tender, including (but not limited to) consultants costs, the attendance at any meetings, the preparation and delivery of any presentations, site visits, fees or charges or other negotiations.
- 2.7 The Council will specify clearly the matters which it is prepared and wishes to dialogue on and those matters which are fixed. From the initial PQQ evaluation, it is anticipated that a minimum of four and maximum of six Bidders will be long listed to the Invitation to Submit Outline Proposals (ISOP) stage. Following the evaluation of initial tender responses, the organisations will be short listed down to a maximum of three and these three organisations will be invited to engage in further dialogue prior to submission of Final Tenders. The Authority envisages that the dialogue phase will consist of two distinct stages – the ISOP and then further dialogue. However, the Authority reserves the right to include an Invitation to Continue Dialogue (ITCD) stage or other further stages where necessary during the dialogue phase.

Phase One – Pre-qualification

- 2.8 The assessment of PQQ responses will be based on the Applicants' technical and financial capability to deliver the services as initially outlined in the Memorandum of Information. Following assessment of

responses to the PQQ, the Authority intends to invite successful Applicants to participate in the dialogue phase.

Phase Two – Dialogue Phase

- 2.9 This phase of the procedure is designed to confer a significant degree of freedom on the Authority in the way it carries out the dialogue. The aim is to enable the Authority to discuss all aspects of the Project with Bidders so that a solution is reached which is capable of satisfying its needs and requirements and represents best value for money.
- 2.10 The Authority envisages that the dialogue phase will consist of two distinct stages – the ISOP and then further dialogue. However, the Authority reserves the right to include an ITCD stage or other further stages where necessary during the dialogue phase. All stages of the dialogue will be evaluated on the basis of pre-determined award criteria which will be provided in the tender documentation. The broad detail of how the dialogue phase will be conducted is set out below.

Invitation to Submit Outline Proposals (ISOP)

- 2.11 The first stage will commence with the issue of the ISOP documentation to the Applicants who have successfully pre-qualified.
- 2.12 The ISOP sub-stage will include a series of questions designed to assess the strength and suitability of the bidders' high level proposals and preferred approach. In order to reduce bidders' time and resource requirements at this stage of the process, a limit to the length of bidder responses will be identified. An evaluation matrix will be used to assess responses to the ISOP questions and this will be provided together with the rest of the ISOP documentation.
- 2.13 Clarification meetings may be held with each long-listed Bidder during this stage and, following the submission of ISOP responses, a presentation will be required from each Bidder to the Authority outlining their submission. Following the presentations, the scores previously given for the written responses will be reviewed and, where necessary, adjusted according to the ISOP evaluation criteria.
- 2.14 At the end of the ISOP sub-stage, bidders will then be assessed and those short-listed will be notified that they are being taken forward to the next, more detailed stage of the dialogue. It is intended that a maximum three bidders will be selected to participate in further dialogue.

Further dialogue

- 2.15 To ensure that bidders have interpreted the Authority's requirements correctly and to allow the Authority to engage with bidders to help develop their solutions to best meet the Authority's needs, during the further dialogue process bidders will be invited to dialogue meetings

with key Authority Officers and their advisors to discuss specific elements of the Authority's requirements and bidders submissions around the following key dialogue topics and bid criteria:

- Service issues – delivery
- Commercial issues – business plans, legal aspects and risk transfer.

2.16 Bidders will be able to refine their proposals throughout the dialogue process with a view to building up their tender submission in response to the Authority's requirements.

Invitation to Submit Final Tenders (ITSFT)

2.17 Once the Authority is confident that it will receive tenders capable of meeting its needs, it will formally close the dialogue phase and invite the remaining Bidders to submit their fully developed proposals in their Final Tender.

2.18 Once the Final Tenders are received, there may need to be a period for clarifying and fine-tuning the detail of the Final Tenders with the Bidders. Once clarification and fine-tuning has taken place, the Final Tenders will be evaluated.

2.19 The key output of the Final Tender evaluation process will be a report which provides the rationale for the scoring of each bid and recommendations for the preferred Partner. The preferred Partner will be the one submitting the most economically advantageous tender, according to the evaluation process.

Phase Three – Preferred Partner/ Award of Agreement

2.20 The final phase of the procurement process involves the formal award of Agreement and undertaking the necessary preparations for the commencement of the Agreement.

2.21 Once the preferred Partner is selected, the Authority will undertake clarification and confirmation of commitments with the preferred Partner. Once all issues are agreed, the Agreement will be awarded to the preferred Partner, subject to the Authority's formal decision making and scrutiny processes. The unsuccessful Bidders will be notified and the Authority will implement a ten-day standstill period prior to Agreement signature.

Conduct of the Process

2.22 The Council will conduct the dialogue process in such a way as to ensure :

- value for money and affordable proposals are received;
- probity and accountability in the competition process is achieved;
- compliance with the requirements of the EU Treaty and the Public Contracts Regulations 2006 (the “Regulations”) which require the competition to be carried out:
 - with transparency
 - with fairness between Bidders
 - without discrimination between Bidders
 - in accordance with the procedural requirements of the Regulations.

2.23 To comply with the above requirements, whilst there remains more than one bidder in the competition, the procurement process will be conducted in accordance with the following principles:

- all bidders should note that they may take into account only written information and instructions from those previously identified as being authorised by the Council to issue such information and instructions;
- clear records will be kept of all information requested in writing and all information and instructions issued;
- the confidentiality of commercially sensitive information divulged by bidders will be respected and protected and used only for the purpose for which it was provided.

2.24 Any information requested by an individual Bidder that is or could be material to the Council’s project objectives as opposed to individual submissions will be provided to all other bidders. To avoid the risk of prejudicing a bidder’s position by divulging commercially sensitive information to competitors, bidders should notify the Council whenever they consider that an answer to their query should not be provided to other bidders. If this occurs and if the Council considers the answer to the query should be shared then the bidder will be given the option of either withdrawing its query or sharing the response with other bidders.

3.0 Background

- 3.1 Ryedale District lies to the East of York and encompasses the southern valleys of the North Yorkshire Moors, the northern flanks of the Yorkshire Wolds and the agricultural plain with low hills between the two.
- 3.2 It is bisected by the A64 from York to Scarborough and the parallel railway line, with the A170 running east-west across the district at the foot of the North Yorkshire Moors. The A169 provides a north-south route through the principal towns of Malton/Norton and Pickering and continues on over the Moors to Whitby – the preserved North Yorks Moors Railway tracks this route.
- 3.3 The total population of the District was 52,100 in 2012. Much of the resident population is distributed through many small towns and villages, with the principal towns being Malton/Norton (12,520), Pickering (7,120), Kirbymoorside (3,020) and Helmsley (1,540).
- 3.4 While there is a low level of deprivation by national standards (IMD score of 13.91 and 233rd out 353 districts), this is generally a low wage economy due to the large numbers employed in agriculture and associated trades. It is also an aging population (27% retired in Ryedale as against 20% in England).
- 3.5 A recreation survey carried out in 2011 determined the following key information:
 - there is below average participation in swimming, gym use, football and athletics, with only cycling being above average
 - swimming was the most popular sporting activity after walking
 - there is low participation in team sports (potentially providing an opportunity for marketing leagues on the two STPs in the district)
 - females stop participating after leaving school (accessibility should be increased by programming classes in school time, potentially with provision of childcare)
 - there are few 'everyday' users of the existing pools with only 25% having swum within the last month (potential to encourage a regular clientele)
 - 50% of users considered pool provision 'good' or 'very good'
 - 35% of users travel less than 10 minutes to a pool, with 73% travelling less than 20 minutes – as only 6% travelled more than 30 minute, it can be inferred that the present distribution is appropriate

- 3.6 Almost all of Ryedale is within 20 minutes of an indoor swimming pool if those at Ampleforth Abbey (run by the college but open to the public) and Huntington (York City Council) are included. However, there is a significant overlap in catchment areas between Derwent Pool (Norton) and Ryedale Pool (Pickering) so these should be operated to a complementary programme so as to give the maximum number of options for residents to participate in physical activity.
- 3.7 With regard to waterspace, pool provision in the District is below average for comparator authorities and lower than various recommended standards (even if the pool at Ampleforth is included). Notwithstanding this, the present operator feels that there is capacity in the present pools to increase attendances.
- 3.8 There are sports halls in the two principal settlements and another in the rural northwest at Ampleforth – only one sports hall is included in this contract (dual use at Pickering). In addition, there are many village halls used for sporting activity. It is considered that there is adequate capacity to meet demand from residents.
- 3.9 The issue regarding participation is reflected in Active People Survey data, with an overall 2011/12 participation rate of 29.1% in Ryedale as against 36.3% in Yorkshire & Humberside (Y&H) and 36.0% in England. The activities with the highest participation rates in Ryedale are swimming (9.4% as against 11.3% in Y&H and 11.6% in England), cycling (8.7% as against 8.0% in Y&H and 8.3% in England) and Gym (5.1%, 10.5% and 10.6% respectively).
- 3.10 Ryedale Health Profiles show that health in the district is generally better than the England average, with deprivation being lower. However, key issues identified in 2011 were physical activity, childhood obesity and alcohol misuse – in 2013, priorities were given as healthy aging, CV inequalities and alcohol misuse.

Facilities included within the Contract

- 3.11 The leisure management contract encompasses three sites, one in Norton and two in Pickering. The present operator also rents an administration office in Norton.
- 3.12 **Derwent Pool** in Norton-on-Derwent lies at the centre of the largest built-up area in the District but away from the principal retail centre of Malton, which lies to north of the railway and the River Derwent. However, it is located on the principal route between Malton and Norton and there is easy access to a currently free car park nearby.
- 3.13 The premises were purchased in February 1901, being 447 yards² of land to the rear of St Nicholas's Church. Originally an open air lido, it was covered over and then extended to the west in the 1950s. Access is gained by way of the Churchyard at the front of the premises over

which the Council has a right of pedestrian access – the authority is responsible for its maintenance as a result of it being a “Closed Churchyard”.

- 3.14 The building comprises the following elements:
- entrance area with reception desk at upper level – there is access to a balcony overlooking the end of the pool
 - ‘Horizon’ gym – 26 stations with small office
 - separate male and female changing rooms at lower ground level, reached by staircase and lift
 - four lane 25m pool
 - ancillary office and staff accommodation (at upper level)
 - plant rooms – no direct vehicular access for deliveries.
- 3.15 RDC has spent significant sums on the modernisation of the pool and work recently completed includes renewal of the heating & water treatment plant, new pool channels & gutters, new lighting and redecoration of the upper level public spaces. Further work to be carried out in Spring 2014 includes refurbishment of the changing rooms, replacement of the flat roof over the pool hall and new air handling units. This will ensure that the building will be in a sound condition for the commencement of the contract.
- 3.16 The pool is open to the public for 47.5 hours per week during school term (including public lessons but excluding school & swimming club use) and 53 hours per week during holidays. The facility attracted 41,500 users to the swimming pool in 2012/13 (39,000 in 2011/12) and some 10,500 to the Horizon gym in 2012/13 (9,500 in 2011/12) – of gym users, 9,000 visits were by pre-pay members.
- 3.17 The initial view of RDC is that the Derwent Pool and Gym should be operated on the following basis:
- open 7 days a week subject to the minimum provisions below
 - to provide a minimum of 5.5 hours per week term time and 6.5 hours per week holiday time available for Club Use (after 16.30)
 - to provide a minimum of 10 hours per week for school use during term times
 - to provide a minimum of 15 hours per week of swimming lessons during term time

- to provide a minimum of 25 hours per week of public swimming (including no more than 20% of that delivered through adult only sessions) during time term time and 50 hours per week public swimming (including adult only) during holidays
 - to allow private parties/hire
 - to allow the contractor to set all charges including discounted charges
 - to allow the above to be changed subject to agreement of the Council.
- 3.18 **Ryedale Pool** in Pickering is located off the principal route into the town from the south and some 500 metres from the central Market Place – there is easy access to all parts of the town and a currently free on-site car park accommodates those coming from further afield.
- 3.19 Built on land originally purchased by Pickering Urban District Council in 1965, the site is restricted to use for the purposes of a swimming pool, car park and sports ground – there are certain areas of the site beyond which specific development cannot take place. The site comprises the car park, the swimming pool building and a rear open grassed area surrounded by houses on two sides but with an open aspect to fields to the south.
- 3.20 The building is all on one level and comprises the following elements:
- an entrance foyer with reception desk, vending machines and informal seating
 - ‘village’ changing with separate male/female WC and shower areas
 - five lane 25 metre pool with raised poolside viewing area
 - waterslide with steps from the pool surround and ‘aquacatch’
 - administration and support spaces
 - plant room – walkways below the pool surround make the facility easy to maintain.
- 3.21 RDC has spent almost £1 million on refurbishment of the pool which encompassed new boilers, installation of gas-fired CHP, air source heat pumps and high efficiency domestic hot water storage, combined with appropriate amendments to the air handling equipment and the installation of a solar thermal array. Further work to be carried out includes replacement of the south-facing glazing to the pool hall (which may include measures to minimise solar gain).

- 3.22 The pool is open to the public for 56.5 hours per week during school term (including public lessons but excluding school & swimming club use) and 66.5 hours per week during holidays. The facility attracted 44,000 users to the swimming pool in 2012/13 (43,000 in 2011/12).
- 3.23 The initial view of RDC is that the Ryedale Pool should be operated on the following basis:
- open 7 days a week subject to the minimum provisions below
 - to provide a minimum of 7 hours per week term time and 8 hours per week holiday time available for Club Use
 - to provide a minimum of 10 hours per week for school use during term times
 - to provide a minimum of 15 hours per week of swimming lessons during term time
 - to provide a minimum of 25 hours per week of public swimming (including no more than 20% of that delivered through adult only sessions) during time term time and 50 hours per week public swimming (including adult only) during holidays
 - to allow private parties/hire
 - to allow the contractor to set all charges including discounted charges
 - to allow the above to be changed subject to agreement of the Council.
- 3.24 The **North Ryedale Leisure Centre** is also situated in Pickering and is a dual use facility on the campus of Lady Lumley School. It is on the northern edge of the built-up area and is approached along a number of residential streets which narrow down on reaching the campus – the leisure centre and associated outdoor facilities lie beyond the main school buildings.
- 3.25 The centre is the subject of a number of dual use agreements which reflect the phased nature of its development over a number of years – RDC has made financial contributions to some of this work and has committed to enhancements in the future (including replacing the STP carpet by 2020). Negotiations are currently taking place between RDC, North Yorkshire County Council and the school to develop a single dual use agreement and it is intended that this would be in place in advance of the contract start date.

- 3.26 Facilities at the centre include the following:
- small entrance hall with paydesk and staff office
 - six court sports hall with climbing wall
 - access to a 'traditional' school gymnasium alongside the centre (used for exercise classes, martial arts, etc)
 - 31 station Horizon gym
 - small room used for exercise classes and parties
 - associated support facilities.
- 3.27 Outdoor facilities also available for public use include 3 tennis courts, multi-use space providing 2 netball or 4 tennis courts and a full-size sand-dressed synthetic turf pitch (this has recently been refurbished). All the outdoor facilities are floodlit and, being well away from any dwellings, any use does not have any adverse effects on local residents.
- 3.28 The centre is used by the school during the day in term time, with the Council's management contractor taking over at 16.00 on Mondays and Fridays and 17.00 on Tuesdays, Wednesdays and Thursdays until closure at 22.00 – there is public use of the fitness suite on Wednesday and Friday mornings (07.00 to 09.00). The whole centre is available at weekends (09.00 to 18.00 on Saturdays and 09.00 to 21.00 on Sundays). During holidays, the whole centre is open from 09.00 to 22.00 on weekdays.
- 3.29 Total usage of the centre was 41,500 in 2012/13, a significant increase from the 34,000 in 2011/12. By activity, the key numbers for 2012/13 were 5,000 member & casual visits to the Horizon gym, 4,500 participants in fitness classes and 3,500 STP users.
- 3.30 The initial view of RDC is that the North Ryedale Leisure Centre should be operated on the following basis:
- be open in an evening on school days and all day on non-school days subject to the minimum provisions below
 - to be open 7 days a week
 - to provide not less than 21 hours per week public pay and play (school time and holiday time)
 - option to provide a Gym on site by agreement with the school (the use of the present Horizon gym is currently outside of the Council

agreement and is a direct arrangement between the current operator and the school)

- to provide the STP facility between a maximum 17.30 & 22.00 weekdays, 09.00 & 18.30 weekends (winter) and 09.00 & 22.00 weekends (summer),
- to allow private parties/hire
- to allow the contractor to set all charges including discounted charges.

3.31 Disaggregated financial data for each of the centres will be made available in due course but key overall operational data for the total contract is set out below:

INCOME	2011/12	2012/13
Swimming	£192,000	£222,500
Horizon (Derwent Pool)	£72,000	£65,500
Horizon (NRLC)	£22,000	£32,000
Dryside	£57,500	£57,000
STP	£10,500	£7,000
Hires	£70,500	£70,000
Other Miscellaneous	£20,000	£16,000
Income Recieved	£444,500	£470,000
RDC Support	£327,500	£346,000
TOTAL	£772,000	£816,000
EXPENDITURE		
Staffing	£497,500	£488,500
Energy	£93,000	£100,000
Other	£191,500	£201,500
TOTAL	£782,000	£790,000

Scope of Contract

The Council wishes to appoint a partner to operate, maintain and potentially invest in the existing leisure facilities.

4.0 Procurement Objectives

4.1 The Ryedale District Council Corporate Aims relevant to this project are:

Council Aim 2:

To create the right conditions for economic success in Ryedale:

- Opportunity for people; increasing wage and skill levels

Council Aim 4:

Active Communities where everyone feels welcome and safe:

- To help all residents to achieve a healthy weight by encouraging an active lifestyle, in communities where everyone feels welcome and safe

Council Aim 5:

Transform Ryedale District Council:

- Building our capacity to deliver through collaboration and working in Partnership

Ryedale District Council Corporate Strategy

4.2 The Council has recently adopted The Ryedale District Sport and Active Lives Strategy. This includes the aims below.

Aims:

By 2023 we want to see more people in Ryedale enjoying the benefits associated with a more active lifestyle. This means:

- *More people aspiring to take part in sport and active recreation*
- *More people actually taking part in sport and active recreation*
- *More people becoming involved as volunteers in sport and active recreation*
- *Increased participation amongst people already taking part in sport and active recreation*
- *Increased satisfaction with facilities and opportunities for sport and active recreation in the Ryedale area*
- *Increased usage across all Ryedale owned leisure facilities.*

4.3 The leisure management contract needs to directly contribute to achievement of these aims, and therefore to achievement of the Council's Sport and Active Lives Strategy.

4.4 In this context, the agreed objectives for the procurement process are to:

- deliver a fit-for-purpose, high quality leisure management service that results in improved customer satisfaction;
- increase participation in sport and active leisure;
- if possible, provide a saving on the Council's current financial operating costs and deliver value for money to local residents;
- an increase year on year of participation in sport and active recreation in Ryedale (based on a baseline of the 2009/11 Active People Survey results);
- increased capacity within the local community to enable the above through support of existing and creation of; new sports clubs, coaches and officials and improved facilities;
- engagement of young people, adult males and hard to reach groups such as people with a disability, and older people to encourage and facilitate opportunities for them to remain healthy by being active;
- to promote, maintain and develop quality indoor and outdoor leisure facilities and support the utilisation of village halls etc as small community sports facilities in the villages and small towns.

5.0 The Council's Requirements

- 5.1 The Council wishes to appoint a Leisure Operator to operate and maintain the existing Leisure Facilities. Some of the key contractual parameters are noted in the following paragraphs.

Length of Contract

- 5.2 It is anticipated that the contract to operate and maintain the Leisure Facilities will be for 10 years with the option of a further 5 years if it can be demonstrated that this represents value for money for the Council. However, it is prepared to consider bids which propose different lengths if that would lead to a more economically advantageous offer. An assumed start date of 1st October 2014 has been identified.

Repairs and Maintenance

- 5.3 With regard to repairs and maintenance of the Leisure Facilities, it is envisaged that the Operator will be responsible for all aspects of reactive and planned preventative maintenance, whilst the Council will retain responsibility for major lifecycle items, as set out in the detailed responsibility matrix as part of the service specification.

Lifecycle Maintenance

- 5.4 The Council will maintain responsibility for the major repair of the buildings and lifecycle maintenance and replacement of key items of plant and equipment.

Utilities Risk

- 5.5 The Council intends to accept the risk of major price change for utilities via a 'cap and collar' mechanism, with the Leisure Operator taking the full risk on consumption.

Excess Profit / Surplus Share

- 5.6 The Council will be looking for a share of any excess surplus achieved over and above projected levels.

Council Affordability

- 5.7 Historic third party income levels from operating the Leisure Facilities are set out in Section 3. This may not be an accurate reflection of future projections as income levels achievable will be determined based on each bidder's individual proposals. Further financial details will be provided in the Invitation to Tender.

Approach to the contract

- 5.8 The competitive dialogue procurement process provides the opportunity for both Ryedale District Council and Bidders to work together to develop the most appropriate solution taking into account the needs and expertise of both parties.
- 5.9 From an operational perspective, Ryedale District Council is keen to develop an Agreement that is outcome driven, with the onus on the use of the Partners' own experience and preferred methods and a focus on self-monitoring. As a baseline, the Council intends to use the Sport England leisure procurement toolkit contract documents as a framework for this contract.
- 5.10 A partnership-working approach to the Agreement is seen as pivotal to the success of the relationship between both parties and the exemplary delivery and future management of the Council's facilities. Ryedale District Council is looking forward to the opportunities associated with both the procurement process and approach to the Contract. It is intended that such an approach will allow the process for managing the existing leisure facilities to evolve and adapt to new developments, interests, technologies and innovative ideas.
- 5.11 It is expected that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") will apply to the award of this contract and that staff may transfer to an incoming provider. Bidders are expected to seek independent legal advice on the application of TUPE in these arrangements. Further details will be provided in the Descriptive Document and Invitation to Submit Outline Proposals (ISOP) documentation.

6.0 Procurement timetable

6.1 The Project team has developed a detailed project management plan and procurement timetable, summarised in the table below. It should be noted that all dates in the timetable are indicative (except where a key stage has already been completed) and it is anticipated that the outcomes of the ISOP stage will shape the timetable for the remainder of the procurement process. As such the Council reserves the right to vary this timetable and will notify interested parties if it does so – in particular, there may be a need to include an Invitation to Participate in Dialogue stage, depending on the outcome of the ISOP stage.

<i>Leisure operator</i>	
Activity	To be completed by
Advert to be placed on the Supplier & YORtender Contract Management System	Monday 23 rd December 2013
Advert to be placed in OJEU	Monday 23 rd December 2013
Return of PQQ	12noon 30 th January 2014
Initial longlist (number of bidders to be confirmed, possibly 6)	By 14 th February 2014
Longlisted Bidders day/meeting	w/c 17 th February 2014 (tbc)
Dispatch of Invitation to Submit Outline Proposals (ISOP)	26 th February 2014
ISOP Dialogue (assuming 1 meeting per bidder)	w/c 10 th / 17 th March 2014
Return of Outline Proposals	5pm 3 rd April 2014
Evaluation and Clarification of Outline Proposals (assuming 1 clarification meeting per bidder)	4 th April – 25 th April 2014
Short list to maximum of three bidders for further dialogue	By 25 th April 2014
Further dialogue with shortlisted bidders (assuming 3 meetings per bidder)	w/c 28 th April 2014 w/c 12 th May 2014 w/c 26 th May 2014

Dispatch of Invitation to Submit Final Tenders	4 th June 2014
Return of Final Tenders	5pm 20 th June 2014
Evaluation of Final Tenders and bidder clarifications	By early July 2014
Selection of successful bidder	7 th July 2014
Council sign off	End July 2014
Issue Alcatel Letters (10 day standstill period begins)	End July 2014
Issue letter of final award of contract	August 2014
OJEU Award notice	August 2014
Finalise contract documents with successful bidder	By mid-August 2014
Service commencement	1 st October 2014

7.0 PQQ Evaluation Criteria

- 7.1 This questionnaire will be assessed using a combination of pass/fail criteria and a weighted scoring system. Companies failing any Section will be excluded.
- 7.2 Companies achieving the minimum standards are scored and ranked for invitation to tender. The highest score will rank first.

8.0 Confidentiality

- 8.1 All information provided to bidders in this and subsequent documents, and orally or in writing throughout the dialogue process, is provided on a strictly confidential basis and should not be disclosed by bidders to any other person. Such information shall only be passed by bidders to employees, agents, subcontractors, or advisers if either this is done for the sole purpose of enabling a bidder to participate in the dialogue phase or if the bidder has received the prior written consent of the Council to disclose the information.
- 8.2 Bidders should note that the Council is subject to the Freedom of Information Act 2000 and may be required to disclose information provided by bidders as part of the procurement process.
- 8.3 In order to preserve the integrity of the tendering process and to respect the commercial and competitive positions of bidders, the Council will endeavour to treat details of tenders identified as confidential and commercially sensitive as such at least until the contract has been awarded to the successful bidder. In the event that the Council receives an FOIA request following the contract award and the Council considers that the information is not covered by an exemption, then the Council, following consultation with the Tenderer, shall be entitled to refer the matter for determination by the Information Commissioner prior to any disclosure.

9.0 Canvassing and Non-Collusion

- 9.1 All bidders will be strictly prohibited from discussing or colluding with other bidders in any way. This includes, but is not limited to:
- organisations advising on the Project for other bidders;
 - other organisations or parties associated with the Project or other bidders;
 - any of the other bidders' subsidiary companies or organisations.
- 9.2 In particular, but without limitation, bidders must not collude on the following matters:
- any aspect or part of the Project in its entirety;
 - any aspect or part of the information associated with it or provided for it; and
 - any aspect of ISOS or ISDS submissions, the dialogue or of the fully developed Final Tender responses.
- 9.3 Any bidder who directly or indirectly canvasses any member or officer or employee of the Council concerning the project or who directly or indirectly obtains or attempts to obtain information from any such person mentioned above concerning any other bidder, is liable to be disqualified.
- 9.4 If a bidder does not observe this paragraph, the Council may reject the bidder's submission. Similarly, if the Council considers that there has been any co-operation, collusion or canvassing at any time during the dialogue process or Tender stage that actually or potentially undermines competition, it may reject the compromised submission or Tender without notice. Any action taken by the Council pursuant to this paragraph shall be without prejudice to any remedies (howsoever arising) available to the Council.
- 9.5 At the ISOP stage bidders will be asked to submit a Certificate of Non-Collusion.
- 9.6 The Council will seek to ensure that fair and open competition is undertaken at all times. Accordingly, any action by any bidder compromising this process will give the Council the right to discontinue the process with regard to such a bidder.

10.0 Guidance Notes

- 10.1 As part of the Council's e-procurement policy the full selection process is only being conducted on the regional YORtender Contract Management System at the following website:
<http://www.yortender.co.uk>

Any potential Bidders not registered with YORtender should follow the steps on the website 'Suppliers Area' – registration is free.

The deadline for submission of Pre-Qualification Questionnaires is **12 noon on 30th January 2014**. Submissions made after this time will not be considered.

Any queries you may have regarding this procedure or the information required should be raised using the discussions function on the Tendering System (YORtender) or to the officer named below in sufficient time to allow the Council to formulate and distribute a response at least 5 working days before the due date for return of expressions of interest. If relevant, answers to queries will be anonymised and circulated to all potential bidders.

Name: **Dale Casson**
Email: **dale.casson@ryedale.gov.uk**

11.0 Disclaimer

- 11.1 This document does not constitute any part of any offer or contract. It is supplied entirely without prejudice and neither the Council nor its advisors accept any responsibility as to its accuracy or otherwise. No liability is accepted for any error, omission or miss-statement contained or implied in this document or any reliance being placed on it.
- 11.2 Any measurements referring to any site or facility or other areas are approximate and given for guidance purposes only. Interested parties are requested to rely on their own inspection and measurement of properties.
- 11.3 All interested parties must satisfy themselves by inspection or otherwise the suitability or correctness of any statement and to the suitability or otherwise of the facilities for their own purpose. The Council does not make or give, nor does any person in the employment of the Council have, any authority to make or give, any representations or warranty in relation to the facilities or have any particulars of information supplied in respect thereof.