THE ROYAL VETERINARY COLLEGE

INVITATION TO TENDER FOR THE PROVISION MAIN CONTRACTOR FOR THE HAWKSHEAD CAMPUS REDEVELOPMENT – SITE A

Contract Notice 2019 - 009584

SELECTION QUESTIONNAIRE

January 2019

Royal Veterinary College
University of London

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PART A - INFORMATION ABOUT THE PROCUREMENT

1 Purpose of this document

1.1 The Royal Veterinary College ("the College") requires the information sought in this selection questionnaire (SQ) from Candidates responding to the OJEU notice reference which was published in the OJEU on 17 Jan 2019.

1.2 Responses to the SQ are to be used in the first step of selecting a short list of Candidates to participate in a tender exercise with the College in connection with the College's proposed Hawkshead Campus Redevelopment Site A, details of which can be found in the Project Information Memorandum.

1.3 This is a competitive procurement exercise conducted in accordance with the Restricted Procedure, under the EU Public Procurement Directive 2014/24/EU, as implemented by UK Public Contracts Regulations 2015 ("the Regulations").

1.4 For the purposes of this SQ the following terms have the following meanings:

Candidates	The legal entity expressing an interest by completing this SQ and seeking to be invited to the next stage of the procurement process whether a sole proprietor, Consultants, incorporated company, consortium, co-operative or other;
College/Authority	The Royal Veterinary College;
Consortium	An entity which is to be formed by a group of economic operators or a group of economic operators acting jointly as the Candidate;
Consortium Member	Where the Candidate is a Consortium, any economic operator forming part of that Consortium;
Building Contract	The proposed Building Contract that the successful Main Contractor will enter into with the College in order to

	implement the construction of the proposed Hawkshead Campus Redevelopment - Site A.
Contractor	The successful Candidate at the conclusion of this procurement who will enter into the Contract with the College for the delivery of the Project;
Descriptive Document	Project Information Memorandum.
ITT	The Invitation to Tender which is to be issued by the College to the five (5) (or 6 in the equal scoring for 5th place) qualified and highest scoring Candidates at the conclusion of this selection stage of the procurement process;
Key Supply Chain Member	Has the meaning given in paragraph 14.3 of Section B;
OJEU notice	The notice published in the Official Journal of the European Union (OJEU) on 17 Jan 2019 reference 2019 - 009584
Procurement Documents	Any document issued by the College as part of this procurement process including but not limited to this SQ, the ITT and the proposed Contract.
Project	The proposed Hawkshead Campus Redevelopment Site A as described more fully in the Descriptive Documents;
SQ	This selection questionnaire and Appendices 1 and 2;

2 The College and the Project

The College is alone in having accreditation from all the major veterinary professional bodies worldwide, with an offering of programmes more varied, and a graduating class larger and more diverse, than any other veterinary school. The College has around 2,000 students enrolled on undergraduate programmes in Veterinary Medicine, Veterinary Nursing, Biological Sciences and a range of postgraduate taught and research degrees. The College employees 850 staff across two campuses in Camden Central London and in North Mymms Hertfordshire, known as the Hawkshead Campus. The Hawkshead Campus comprises 575

acre land holding. Turnover in 2015/16 was £79 million pounds with 43% of the income coming from teaching, 22% from research, 25% from clinical activities and the remainder from other commercial income, donations and endowment income.

The College has embarked upon a significant project to expand and develop the heart of its Hawkshead Campus. A Planning Application for the proposed development was submitted in November 2018 and due to be determined in early 2019. The project will deliver a number of world leading facilities that will enhance the College's reputation. The proposed development comprises the replacement of a number of outmoded buildings dating from the 1960s. A 'Hub' of new spaces will be created connecting to two existing modern buildings. These new spaces will include; a 430 seat dividable lecture theatre; teaching spaces; library – social learning space; category 2 research laboratories and staff offices. The total anticipated new build area is in the region is 6600 sq/m, with repurposing of the main entrance area and the reconfiguration of the existing café space.

2.1 The College has advertised the project on the OJEU site and the object of this procurement is to procure and appoint a Main Contractor, who will deliver the project alongside the College and other Professional Team Members.

3 Deadline for SQ responses

Completed SQ responses must be received by 22th February **2019 12 Noon**. SQ responses received after this deadline may not be considered.

4 Timetable

The College anticipates conducting the procurement in accordance with the timetable below but it reserves the right to vary key dates should it choose to do so.

Date	Milestones & Activities
18th Jan 2019	**Submit OJEU notice for publication along with procurement documents**
5th Feb 2019	**Deadline for Candidates to submit clarification questions about the SQ**

22nd Feb 2019	**Closing date for receipt of SQ responses**
25th Feb 2019	**Start of SQ evaluation period**
15th March 2019	**Completion of SQ evaluation and notification to short-listed & unsuccessful Candidates**
15 April 2019	**Issue ITT to short listed Candidates**
7 June 2019	**Deadline for return of tenders**
17 June 2019	**Complete Evaluation of tenders**
18 June 2019	**Notification of Contract award decision**
28 June 2019	**Expiry of 10 day standstill period**
July 19	**Enter into Contract – Letter of Intent**

5 Procurement Documents

5.1 In connection with this procurement the College has published the following procurement and contract documentation:

- Selections Questionnaire – SQ, (Appendix 1)
- SQ - Evaluation Methodology, (Appendix 2)
- Proposed Amendments to JCT Standard Building Contract 2016 without quantities
- Proposed JCT sub-contractor warranty and JCT bond, parent company guarantee
- Proposed Project Contract Preliminaries
- RIBA Stage 3 – Architectural Design Information
- RIBA Stage 3 – Mechanical and Electrical Engineering Design Information
- RIBA Stage 3 – Civil and Structural Engineering Design Information

5.2 These documents will be issued by email by request or can be downloaded at link below **www.rvc.ac.uk/ojeu**

5.3 The final versions of the Invitation to tender and contract documents will be issued to the successfully shortlisted candidates at the end of the SQ stage (stage 1).

Tender award criteria (stage 2) – responses from tendering suppliers will be assessed to determine the most economically advantageous tender using the following criteria and

weightings and will be assessed on your response submitted and a presentation and interview: response evaluated in terms of the following criteria:

Price - 70 %

Quality - 30 %

The tenders will be assessed as follows:-

Stage 1: Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tender responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated. The College will also check the financial aspects of the SQ and will therefore require summary accounts for the last 3 years trading, or equivalent statement as set out in section 4.1 of the SQ.

Stage 2: If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the College's requirements evaluated in accordance with the final evaluation methodology.

The stage 2 scoring allocations will be a follows:

Price (70% total weighting)

Compliant priced tender returns will be scored using the following scoring model.

$$\frac{\text{Lowest Price Bid x Price Weighting}}{\text{Price of tender being evaluated}} = \text{Price Score}$$

Any abnormally low tenders will be challenged in accordance with section 69 of the Public Contracts Regulations 2015.

Quality

Quality scores will be assessed as follows:-

1. Experience of various delivery team members - Maximum score 7.5 %
2. Production of a delivery programme - Maximum score 7.5 %
3. Logistics and phasing proposals - Maximum score 7.5 %
4. Presentation and interview - Maximum score 7.5 %

The College may exclude bidders from the process if they fail to reach a minimum sub-score of 50% (3.75% total score), for any of the above criteria.

Further details of the stage 2 scoring will be made available to the shortlisted contractors at tender stage.

6 Communication with the College

All written communication including queries regarding the SQ must be sent to: the College's principal contact:

Ian Humphreys

Royal Veterinary College
Hawkshead Lane
North Mymms
Hertfordshire
AL9 7TA
Telephone – 01707 666976
Email ihumphreys@rvc.ac.uk

7 Candidate clarifications about this SQ

7.1 The College will not enter into debate at this stage regarding the design documents, further information will be made available as part of this ongoing procurement process.

7.2 Any request for clarification about the procurement exercise should be submitted to Ian Humphreys no later than the deadline for clarification questions. Candidates may submit requests for clarification about this SQ at any time before The College may not respond to any questions relating to the SQ submitted after 5th February 2019.

7.3 Except where the response to a clarification relates to commercially confidential matters, the College will copy the clarification request and the College's response, in a suitably anonymous form, to all Candidates. If a Candidate wishes its clarification to be treated in complete confidence, the Candidate should mark the clarification "*Commercially Confidential – not to be circulated to other Candidates*" and should set out the reasons for the request for non-disclosure. The College will, at its discretion, decide whether the clarification is confidential and if it does not consider it to be so, the Candidate will be given the option of withdrawing the clarification.

7.4 Where you are responding to this SQ as a Consortium lead or prime contractor, you must submit all clarification requests on behalf of your entire Consortium/supply chain.

7.5 Please note that if any of the information supplied by a Candidate in response to the SQ changes at any stage of the procurement (including but not limited to after award notification stage but before the Contract(s) is (are) signed or where there is a change in the identity, control, financial standing of the Candidate or any of its Consortium Members or Key Supply Chain Members, or where the relationship between Consortium Members or Key Supply Chain Members changes), the Candidate is required to notify the College accordingly. The College reserves the right, at its absolute discretion, to deselect the Candidate based on the assessment of the updated information provided (in particular where this means that the Candidate no longer meats any threshold or pass/fail tests or where the new information would result in a lower SQ score).

8 Candidates single point of contact

8.1 Candidates are required to declare a single and continuous point of contact in their organisation for their response to the SQ, and all other matters regarding this procurement process.

8.2 The College shall not be responsible for contacting the Candidate through any route other than the nominated contact.

8.3 The Candidate is solely responsible for ensuring that any changes to the Candidate's single point of contact details are communicated to the College.

9 General conditions ("Conditions")

9.1 **Application of these Conditions**: In participating in this procurement process and/or by submitting a SQ response it will be implied that you accept and will be bound by all the provisions of this SQ. Accordingly, SQ responses should be on the basis of and strictly in accordance with the requirements of this SQ.

9.2 **Disclosure and third party verifications**: Your SQ response is submitted on the basis that you consent to the College carrying out all necessary actions to verify the information that you have provided including the analysis of your SQ response being undertaken by one or more third parties commissioned by the College for such purposes. The College reserves the right to disclose the information in your SQ response to the College's members, directors, officers,

employees, external professional advisors, contracted service providers, agents or other advisors ("the Team").

9.3 **Information provided to potential Candidates**: Information that is supplied to potential Candidates by the College or its Team as part of this procurement process is supplied in good faith. The information contained in the SQ and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the College will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the College.

9.4 **Potential Candidates to make their own enquires**: You are responsible for analysing and reviewing all information provided to you as part of this procurement process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the College promptly of any perceived ambiguity, inconsistency or omission in this SQ and/or any in of its associated documents and/or in any information provided to you as part of this procurement process.

9.5 **Amendments to the SQ**: At any time prior to the SQ response deadline, the College may amend the SQ. Any such amendment shall be issued to all potential Candidates, and if appropriate to ensure potential Candidates have reasonable time in which to take such amendment into account, the SQ response deadline shall, at the discretion of the College, be extended. Your SQ response must comply with any amendment made by the College in accordance with this paragraph 9.5 or it may be rejected.

9.6 **Format of SQ response submission**: SQ responses must comprise the relevant documents specified by the College completed in all areas and in the format as required by the College. Any documents requested by the College must be completed in full. It is, therefore, important that you read the SQ carefully before completing and submitting your SQ response. If you do not know the answer state N/K or if the question is not applicable to you state N/A. Do not leave any part of the response blank.

9.7 **Modifications to SQ response documents once submitted**: You may modify your SQ response prior to the SQ response deadline by giving written notice and attaching the proposed modification.

9.8 **Rejection of SQ responses or other documents**: A SQ response or any other document requested by the College may be rejected which:

9.8.1 contains gaps, omissions, misrepresentations, errors, uncompleted sections of the documentation provided;

9.8.2 does not reflect and confirm full and unconditional compliance with all of the documents issued by the College forming part of the SQ;

9.8.3 contains any caveats or any other statements or assumptions qualifying the SQ response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the College in any way;

9.8.4 is not submitted in a manner consistent with the provisions set out in this SQ; or

9.8.5 is received after the SQ response deadline.

9.9 **Disqualification:** If:

9.9.1 you breach these Conditions;

9.9.2 there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this procurement process;

9.9.3 you are guilty of material misrepresentation in relation to your SQ response and/or your participation in this procurement process;

9.9.4 any other circumstances set out in this SQ, and/or in any supporting documents, entitling the College to reject a SQ response apply; and/or

9.9.5 you or your appointed advisers attempt:

(i) to inappropriately influence this procurement process;

(ii) to fix or set the price for goods or services;

(iii) to enter into an arrangement with any other party that such party shall refrain from submitting a SQ response;

(iv) to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;

(v) to collude in any other way;

(vi) to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this procurement process; or

(vii) to obtain information from any of the employees, agents or advisors of the College concerning this procurement process (other than as set out in these Tender Conditions) or from another potential Candidate or another SQ response,

The College shall be entitled to reject your SQ response in full and to disqualify you from this procurement process. Subject to the "Liability" Condition below, by participating in this procurement process you accept that the College shall have no liability to a disqualified potential Candidate in these circumstances. The disqualification of a Candidate will not prejudice any other civil remedy available to the College and will not prejudice any other criminal liability that such conduct by a Candidate may attract.

9.10 **Costs**: You are responsible for obtaining all information necessary for preparation of your SQ response. Subject to the "Liability" Condition below, you accept by your participation in this procurement, including without limitation the submission of a SQ response, that you will **NOT** be entitled to claim from the College any costs, expenses or liabilities that you may incur in participating in this procurement irrespective of whether or not your SQ response is successful.

9.11 **Rights to cancel or vary this procurement process:** By issuing this SQ, entering into clarification communications with potential Candidates or by having any other form of communication with potential Candidates, the College is not bound in any way to enter into any contractual or other arrangement with you or any other potential Candidate. It is intended that the remainder of this procurement process will take place in accordance with the provisions of this SQ and any documents subsequently issued (including the ITT and any associated documentation) but the College reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this procurement

process by notice to all potential Candidates in writing. Subject to the "Liability" Condition below, the College will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

9.12 **Consortium Members and sub-contractors**: It is your responsibility to ensure that any staff, Consortium Members, sub-contractors, Key Supply Chain Members and advisers abide by these Tender Conditions and the requirements of this SQ.

9.13 **Conflict of interest**: The College requires all actual or potential conflicts of interest to be declared and resolved to the College's satisfaction. Failure to declare an actual or potential conflict of interest and/or failure to address such conflicts to the reasonable satisfaction of the College may result in the Candidate being disqualified at the sole discretion of the College.

9.14 **Liability**: Nothing in these Conditions is intended to exclude or limit the liability of the College in relation to fraud or in other circumstances where the College's liability may not be limited under any applicable law.

9.15 **Governing law**: The procurement will be conducted and all documents will be prepared in the English language. This process and any contracts arising from this process shall be subject to English law and the exclusive jurisdiction of the English Courts.

9.16 **Non Collusion**. The respondent is required to complete the RVC's standard Non Collusion agreement, as attached the portal and return this with the completed SQ return.

10 Confidentiality and Information Governance

10.1 All information supplied to you by the College, including this SQ and all other documents relating to this procurement process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, Consortium Members and/or sub-contractors strictly for the purposes only of helping you to participate in this procurement process and/or prepare your SQ response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

10.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this procurement process other than for the purposes of preparing and submitting a SQ response. There must be no publicity by you regarding the procurement process or the future award of

any contract unless the College has given express written consent to the relevant communication.

10.3 This SQ and its accompanying documents shall remain the property of the College and must be returned on demand.

10.4 The College reserves the right to disclose all documents relating to this procurement process, including without limitation your SQ response, to any Team member, employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the College. The College further reserves the right to publish the contract once awarded and/or disclose information in connection with Candidate performance under the contract in accordance with any public sector transparency policies (as referred to below). By participating in this procurement process, you agree to such disclosure and/or publication by the College in accordance with such rights reserved by it under this paragraph.

10.5 The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") apply to the College ("the Disclosure Obligations").

10.6 You should be aware of the College's obligations and responsibilities under the Disclosure Obligations to disclose information held by the College. Information provided by you in connection with this procurement process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the College under the Disclosure Obligations, unless the College decides that one of the statutory exemptions under FOIA or the EIR applies.

10.7 If you wish to designate information supplied as part of your SQ response or otherwise in connection with this procurement process as confidential, using any template and/or further guidance provided, you must provide clear and specific detail as to:

10.7.1 the precise elements which are considered confidential and/or commercially sensitive;

10.7.2 why you consider an exemption under the FOIA or the EIR would apply; and

10.7.3 the estimated length of time during which the exemption will apply.

10.8 The use of blanket protective markings of whole documents such as "*commercial in confidence*" will not be sufficient. By participating in this procurement process you agree that the College should not and will not be bound by any such markings.

10.9 In addition, marking any material as "confidential" or "commercially sensitive" or equivalent should not be taken to mean that the College accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the College, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this procurement process and/or submitting your SQ response,that all information is provided to the College on the basis that it may be disclosed under the Disclosure Obligations. I the College considers that it is required to do so and/or may be used by the College in accordance with the provisions provision of this SQ.

10.10 SQ responses are also submitted on the condition that the appointed Candidate will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of the contract in accordance with the College's instructions and will not use such personal data for any other purpose. The contracted Candidate will undertake to process any personal data on the College's behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

PART B – PURPOSE OF THE SQ

11 Purpose of the SQ - Introduction

11.1 The objective of this part of the procurement process is to evaluate the economic and financial standing of each Candidate, alongside their technical ability, track record and experience to deliver the College's requirements.

11.2 The College intends to take **five (5) contractors** with the highest scores through to the tender stage (stage 2) of the procurement. If there are joint scores for 5th place the College reserves the right the invite a 6th contractor to tender stage.

11.3 SQ responses will be evaluated in accordance with the Evaluation Methodology at Appendix 2 to this SQ. External advisors may be involved in evaluating, checking and verifying elements of the SQ submissions.

12 Instructions for Completion of the SQ

Candidates are asked to return their responses to this SQ, no later than 12 noon on the 22nd February 2019. Responses received after this date and time may be disregarded.

13 Content and format of SQ responses

13.1 Candidates are required to answer all of the questions in this SQ as accurately and concisely as possible. All correspondence should be in English language. Failure to provide a response to any of the questions or failure to provide the information requested may result in College rejecting the entire SQ response.

13.2 Candidates are required to submit two hard copies of their SQ response to the following individual at the address below:

Ian Humphreys (Head of Estates Projects)

Royal Veterinary College
Hawkshead Lane
North Mymms
Hertfordshire
AL9 7TA

13.3 Candidates are advised some communications may require a response from them relating to the procurement and a failure to comply with the request could adversely affect the submission and may result in the Candidate not being permitted to participate further in the procurement.

13.4 The relevant sections should be completed using the document in the format provided with separate sheets used where necessary. Where separate sheets are used each sheet should be marked clearly with the Candidate's name and the relevant section of the SQ to which it relates.

13.5 Failure by a Candidate, within the specified timescale, to furnish the required information or supply documentation referred to in responses, or where information or documentation is or appears to be incomplete or erroneous, may result in that Candidate not being invited to participate further.

14 Bidding Models

14.1 If you are completing this SQ as part of a Consortium (See Sections 1.2(b) or 1.2(c) of the SQ), you should provide the information requested in the SQ in respect of your own organisation (unless the question specifically directs otherwise). The lead member of the Consortium is then responsible for collating each of its Consortium Members' individual SQ responses and submitting these as part of a single composite SQ response (one SQ response containing the individual responses of each Consortium Member).

14.2 If you are completing this SQ as a prime contractor and proposing to use sub-contractors to deliver some or all of the contract deliverables (See Sections 1.2(b) or 1.2(c) of the SQ), you should provide the information requested in the SQ in respect of your own organisation i.e. the prime contractor and, where requested by the SQ, information relating to your proposed sub-contractors as part of a composite response.

14.3 For the avoidance of doubt as to who must return a SQ response: the College has identified 6 core competencies (see SQ Part 3 Question 6.1) that it believes are **key** to delivering the Project. Any organisation:

14.3.1 that has direct or indirect responsibility (whether as a Consortium Member, a sub-contractor or otherwise) for the delivery of any core competency; or

14.3.2 is named as the prime contractor or as a key supply chain member in any case study set out at Section 6 of the SQ ("Key Supply Chain Member"),

must complete **all** sections of the SQ and have its SQ answers consolidated with the composite SQ response from the lead Consortium Member or the prime contractor. This is with the exception of Section 6 of the SQ where the total study set required applies to the entire Candidate bidding model (not to individual Consortium Members or Key Supply Chain Members).

14.4 The disqualification, at any stage, of a Consortium Member (or a sub-contractor) being part of bidding model may result in the disqualification of the Candidate's entire composite SQ response where such disqualification results in the composite SQ response failing to meet minimum requirements. [Scored questions where the total study set required applies to the entire Candidate bidding model (not to individual Consortium Members or Key Supply Chain Members) will be evaluated as a whole and a single score allocated to the joint response].

PART C – SQ DOCUMENT –

15 SQ Document

15.1 See Appendix 1 for the SQ document.

16 European Single Procurement Document (ESPD)

16.1 Candidates are entitled to submit an ESPD in place of Parts 1 and 2 of the SQ.

16.2 Candidates may do this via the European Commission's E-ESPD service. You should download your completed XML file and attach it with your response to SQ Part 3.

16.3 If you chose to submit an ESPD in lieu of Parts 1 and 2 of the SQ, you will still need to submit a response to Part 3.

PART D – SQ EVALUATION

17 Evaluation methodology

17.1 Appendix 2 sets out the process and approach to evaluation of the SQ responses.

17.2 The College aims to be transparent and clear in its requirements and in all respects.

17.3 If you are unsure about anything in the Evaluation Methodology please raise a clarification before the clarification deadline. You should notify the College promptly of any perceived ambiguity, inconsistency or omissions in this SQ and its appendices and the OJEU Contract Notice or Descriptive Document, any associated procurement documents and/or any other documentation issued during the procurement exercise.

17.4 Candidates are responsible for ensuring that they have submitted a complete and accurate SQ response.