



Knowsley Council

Knowsley Metropolitan Borough Council

The Bowring Park Managing Agent Project
The procurement of a Managing Agent for Bowring Park using
The Concession Contract Regulations 2016

Project Information Memorandum

Appendix A: Instructions to Bidders

11 December 2019

1. Introduction

The Council is bound by a highly prescribed approach to the tendering process, including statutory timescales, processes and the submission of tenders (responses). Bidders are advised to read the following information very carefully to help ensure they do not inadvertently invalidate their responses to this Procedure.

Bidders shall be responsible for ensuring that their solutions comply with the requirements set out in this Appendix.

2. Return of responses

Bidders must complete and return their responses to this Procedure electronically via The Chest (Pro-Contract) e-tendering system. The Chest is the most efficient and secure method of returning responses. It provides a fully electronic audit trail of responses.

Submissions via The Chest can be returned or amended, as many times as you wish, up to the deadline date and time, although the final amendment will only be presented to the Council. Responses must be submitted strictly in accordance with The Chest instructions.

To submit your response via The Chest (Pro-Contract) e-tendering system you will need to follow the instructions on the site to enable you to return your tender submission electronically.

Guides and documents and The Chest FAQ sections are available to make The Chest as user friendly as possible. These can be found on the homepage of www.the-chest.org.uk on the left hand side of the page under the navigation panel.

Any technical problems associated with The Chest should be reported via ProcontractSuppliers@proactis.com or directly to <http://proactis.kayako.com/default>. For critical and time-sensitive issues (normally requiring resolution within 60 minutes) call tel. 0330 005 0352.

The Council will not accept responsibility for any delays in submission or delivery of the response.

All submissions must be in the English language and be fully compliant with the requirements detailed in this Memorandum. No amendments to the Memorandum should be made.

The Council is not obliged to consider submissions or accept alternative offers. Similarly offers made subject to additional or alternative conditions of contract may be rejected.

Bidders are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their response. Any queries should be submitted through the question and answer function via The Chest.

Bidders are advised that the Procedure's deadlines are absolute. They are advised to upload their submissions well in advance of these deadlines to avoid any technical issues that might arise causing them to fail to meet that deadline which would lead to the rejection of their submission. The Council is conscious that Bidders spend a huge amount of time, effort and expense in putting together a submission and is keen to ensure that no submission is rejected for this reason. The Council positively welcomes Bidders submissions and would rather evaluate them than reject them for being late or incomplete and therefore non-compliant.

All Bidders that respond to this Project Information Memorandum will be informed of the outcome in due course.

3. General Information

The Project Information Memorandum is issued by Knowsley Metropolitan Borough Council (the Council). The information disclosed in this Memorandum is designed to give the Council all the information it needs in order to assess which Bidder is the most appropriate to meet the Council's Objectives.

The contents of the Memorandum and of any other documentation sent to Bidders in respect of this Procedure are provided on the basis that they remain the property of the Council and must be treated as confidential. If Bidders are unable or unwilling to comply with this requirement they are required to destroy this Memorandum and all associated documents immediately and not to retain any electronic or paper copies.

No publicity in relation to the Memorandum must be undertaken by the Bidder during the Procedure.

This Memorandum is made available in good faith but no warranty is given as to the accuracy or completeness of the information contained in it and any liability arising of any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers. In the event that discrepancies are discovered within the Memorandum documentation, the Council should be notified via The Chest immediately.

At any time after the issue of the Memorandum the Council reserves the right to make amendments to the documentation or vary the process. Bidders must take these amendments into account in the preparation of their submissions. The Council reserves the right to cancel this Procedure at any time. The Council is not liable for any costs resulting from any cancellation of this Procedure.

Bidders are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Concession Contracts Regulations 2016.

The Council intends to conduct the Procedure in a way which is fair, transparent and does not risk distorting competition nor unfairly discriminates for or against any Bidder. The answers to any clarification questions asked by Bidders shall be disclosed to all other Bidders unless both the question and answer relate only to the solutions proposed by the Bidder asking the question and is commercially sensitive.

However, it should be recognised by Bidders that ideas they have are not necessarily unique to them and may have been considered by the Council or other Bidders. Accordingly, while treating all Bidders equally and fairly, the Council reserve the right to explore with all Bidders ideas and Solutions which are topics in the public domain (in the specialist media for example) notwithstanding that the idea or solution already appears in the solutions of one Bidder.

The Council will not reveal to another Bidder solutions proposed by a Bidder or any confidential information communicated by a Bidder without that Bidder's consent. It is imperative that Bidders are clear in every response given to the Council the extent to which material contained within the solution is commercially sensitive and / or confidential. Such statement should be well constructed, thought out and meaningful (including objective justification) and not simply a sweeping statement that covers matters clearly in the public domain.

Bidders' responses must be received in accordance with the relevant instructions no later than the time and date indicated above.

4. Important Notices

Nothing contained in this Memorandum or other accompanying documents, or in any other communication made between the Council and any other party, shall be taken as constituting a contract, agreement or representation between the Council and any other party (excluding a formal award of contract made by the Council or any formal express legal agreement).

The Council has not made, and will not make, any contract, agreement or representation that a contract shall be offered in accordance with this Memorandum, any communications with any other party (including any timetable for the award of contract), or at all.

The Council does not accept any responsibility for any pre-contract representations made by it or on its behalf, or for any estimates made by Bidders of resources to be employed in meeting the Council's requirements, or for any other assumption which Bidders may have drawn or will draw from any pre-contract negotiations undertaken or contemplated under this Memorandum or any other accompanying document.

In submitting a SSQ, Outline Solutions and Final Tender proposals Bidders undertake that they are willing if so required to enter into dialogue in relation to their Outline Solutions and Detailed Solutions, including meetings with the Council, stakeholders, attendance at presentation meetings and meetings between professional advisors as required by the Council.

5. Costs

The Council accepts no liability to pay for any preparatory work undertaken in connection with this Memorandum or any accompanying document or any other communication between the Council and any other party. All costs, expenses and liabilities incurred by Bidders in connection with the Procedure shall be borne by the Bidders.

By returning responses to this Memorandum, the Bidder confirms its understanding and acceptance of the fact that it shall have no claim whatsoever against the Council in respect of such costs and fees and in particular (but without limitation) the Council shall not make any payments to any Bidder save as expressly provided for in any express legal agreement if and when any such agreement is entered into.

6. The Council's Right to Reject Solutions

The Council reserves the right to reject or disqualify a Bidder and / or the members of the Bidder's Team where:

- A solution is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than via The Chest or fails to meet the Council's submission requirements which have been notified to Bidders;

- The Bidder and / or the members of the Bidder's Team are guilty of material misrepresentation or false statement in relation to its application and / or the process;
- The Bidder and / or the members of the Bidder's Team contravene any of the terms and conditions of this Memorandum;
- There is a change in identity, control, financial standing, structure or other factor impacting on the selection and / or evaluation process affecting the Bidder and / or the members of the Bidder's Team (including but not limited to a change in the Bidder's Team from the members who completed the SSQ);
- The Bidder amends and / or withdraws any statement / position and / or introduces any new statement / position that is not consistent with the statements / positions included in the SQQ or ISOS submission save to the extent agreed with the Council (in its absolute discretion).

The disqualification of a Bidder will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Bidder may attract.

The Council reserves the right to cancel this Procedure at any time and shall not be liable for any costs in relation to the Bidder's procurement costs, the costs of their team or otherwise.

The Council reserves the right with or without notice, but always acting reasonably, to amend or add to this Memorandum in any way and to extend or vary the Procedure's timetable or procurement process in relation to any of its phases.

7. Confidentiality

Subject to the exceptions referred to below, the information in this Memorandum, and any other information (in whatever form) that has been made available by the Council to the Bidders ("Information") shall be kept at all times strictly secret and confidential and the Bidders shall not copy, reproduce, distribute or pass the Information to any other person at any time.

Bidders shall not use the information for any purpose other than for the purposes of submitting or deciding whether to submit Solutions or to participate in the procurement, in accordance with the terms of this Memorandum.

Bidders shall not discuss either information or any aspect of this procurement, in the media, nor make any media or publicity statement or comment in relation to it without the express written consent of the Council.

Bidders shall treat all information relating to their solutions as confidential and where the information needs to be copied to parties supporting the Bidder, then the Bidder shall procure that such parties comply with this paragraph as if it were the Bidder.

Bidders may disclose, distribute or pass Information to another person associated with their solutions and associated documents if either:

- This is done for the sole purpose of enabling solutions to be made and the Bidder procures that the person receiving the information undertakes in writing to the Bidder to keep the Information confidential on the same terms as set out in this paragraph; or
- The Bidder obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of Information.

The Council may disclose detailed information relating to Solutions and associated documents to the Council's members, officers, stakeholders or advisors and the Council may make any Project documents available for private inspection by the Council's members, officers, stakeholders or advisors.

The Bidder shall indemnify the Council and keep the Council fully and effectively indemnified against any and all costs, claims, losses, liabilities and expenses which the Council may sustain, incur or which may be brought or established against the Council which arise out of or in relation to a breach by the Bidder of the provisions of this paragraph Confidentiality.

The Council also reserves the right to disseminate information that is materially relevant to the Project and associated documents to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidence in its Solution.

The Council will act reasonably as regards the protection of commercially sensitive information relating to the Bidder and such commercially sensitive information will be kept confidential and only disclosed on a need to know basis within the Council and its advisers subject to the provisions of below.

8. Freedom of Information

Introduction

All information relating to any response made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance is subject to the 'Freedom of Information Act 2000' (FOIA) and 'Environmental Regulations 2004' (EIR) irrespective of when that contract was entered into. The council will be under obligation to disclose such information unless an exemption applies.

The legal obligation to respond to a request for information falls on the council **as does the ultimate decision about disclosure**. The Council alone has the duty to determine whether an exemption applies to information and whether the request should be acceded to or refused.

Any person dealing with the council, must inform the council of information which that person regards as being eligible for exemption from disclosure under the FOIA and EIR. Such information will be called **reserved information**.

This guidance sets out the approach of the council to the disclosure of information about pre-qualification responses/contracts.

General rules on disclosure

In the absence of special circumstances:-

1. The response will be available under the FOIA and EIR.
2. Responses to this Procedure will be held in confidence until award of the contract.

3. All responses will normally be made available under the FOIA and/or EIR to those who enquire unless, as part of the procedure, the Bidder has notified the council that it regards any of the information supplied with the response to be **reserved information** falling within the categories listed below.
4. The Council will make information about the global pricing of bids available under the FOIA and/or EIR after award of the contract. However, the tenderer may notify the Council that it considers unit prices or more detailed pricing information should be **reserved information** falling within the categories listed below.

Reserved information

Where such information relates to a tender response it must be contained in a separate schedule within the submitted response documentation. Where such information relates to a contract it must be contained in a separate schedule to the contract.

In either case, the schedule will:-

1. List the class or category of information or the information itself;
2. Specify which exemptions under the FOIA and/or EIR the tenderer/contractor considers apply to each specified class, category or item of specific information; and
3. The schedule shall indicate when the tenderer/contractor considers that the information can be made available under the FOIA and/or EIR.

The grounds of the exemption which must be specified under 2 above may be one or more of the following:-

- That the information constitutes a trade secret and is eligible for exemption under section 43(1);

- That the disclosure of the information would prejudice the commercial interest of any person (section 43(2));
- That the information to be disclosed by the contractor and nature of the information, or the circumstances in which it is imparted or the circumstances are otherwise such as to justify the acceptance by the council of any obligation of confidence in respect of it (section 41(1));
- That the information is personal data or otherwise relates to the private life of any individual which is appropriate for protection (section 40);

Information relating to the performance of the contract itself

Information relating to the overall value, performance or completion of the contract will not be accepted as reserved information. The Council may however withhold access to such information under the FOIA and/or EIR in appropriate cases. The decision as to whether to withhold this information shall be for the Council alone to determine and there shall be no obligation to consult the contractor.

Contract records and administration

Information relating to contract records and administration may not be proposed as reserved matters. The Council may however withhold access to such information under the FOIA and/or EIR in appropriate cases. The decision as to whether to withhold information is for the Council alone to determine and it shall have no obligation to consult the contractor. It is the Council's duty to publish data of expenditure over £500 under the Government's transparency regulations. This information can be found on the Council's website; www.Knowsley.gov.uk

Handling requests for information and notice to those affected

Other than as set out above the Council shall have no obligation to consult the contractor where any request for information, whether under the FOIA and/or EIR or otherwise, touches or concerns the contract.

Information about the provision of the service which is the subject matter of the contract which arises in the course of performance of the contract

The Council will have obligations to respond to FOIA and other requests for information and the contract will include appropriate terms requiring the contractor to supply such information as requested by the Council.

Any enquiries about this policy and its application should be addressed to

foi@knowsley.gov.uk

Tenderers/contractors should note that it is the Council's statutory duty to make the final decisions whether information is released.

9. Accuracy of Information

The Information in this Memorandum has been prepared by the Council in good faith but does not purport to be accurate, complete and exhaustive or to have been independently verified. Bidders should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. Nothing in the Memorandum is warranted by the Council or its advisors and further shall not be taken nor deemed a promise or representation as to the future.

Neither the Council, its advisors, nor the officers, members, partners, employees, other staff, agents or advisors of any such person makes any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the information provided in this Memorandum or at any other stage of the Procedure in relation to the project leading up to the execution of the Contract nor shall the Council, its members, officers or external advisers be liable for any loss, damage or expense (other than in respect of fraudulent misrepresentation) arising as a result of reliance on any such information.

Any persons considering making a decision to enter into contractual relationships with the Council on the basis of the information provided under this Memorandum or otherwise should make their own investigations and their own independent assessment of the requirements for the Project and associated issues and should seek their own professional financial, technical and legal advice.

Bidders shall be deemed to have carried out their own due diligence enquiries and investigations prior to entering into any legal obligation with the Council. The subject matter of (and representations in) the information shall only have contractual effect when it is contained in the express terms of the Contract or any associated legally binding document.

10. Non-collusion

Without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability that such conduct by an Bidder may attract, an Bidder may be disqualified at any stage of the Competitive Procedure if, in connection with this Project it:

- Fixes or adjusts the price / amount of their Solutions by or in accordance with any agreement or arrangement with any other Bidder (other than a member of its own consortium); and/or
- Enters into any agreement or arrangement with any other Bidder that they shall refrain from making Solutions or as to the price / amount of any Solutions to be submitted; and / or
- Causes or induces the Project Team to enter any such agreement or to inform any other Bidder of the amount or approximate amount of any rival Solutions for the Project; and / or
- Canvasses any member of the Project Team or officer or member of the Council in connection with the Project; and / or
- Offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration, either directly or indirectly to any person for doing or having done, or causing or having caused to be done, any act or omission in relation to any other Solutions or proposed Solutions for the Project; and/or
- Communicates to any person other than the Council the amount or approximate amount of the proposed Solutions and (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Solutions (for example, for insurance or a parent company guarantee)).

11. Copyright

The copyright in this Memorandum is vested in the Council and its advisors and may not be reproduced, copied or stored in any medium without the prior written consent of the Council.

This Memorandum, and any document issued as supplemental to it, are and shall remain the property of the Council and must be returned and all copies destroyed and or deleted upon demand.

12. Provision of Further Information by Bidders Prior to Submission of Solutions

The Council is relying on the information provided by Bidders during the SSQ stage and as part of the ISOS and ISDS Stage solutions. If, at any stage during the Procedure there are any material changes to the information provided by the Bidder in the SSQ or ISOS and ISDS, the Bidder must advise the Council as soon as practicable (even if this is prior to the evaluation of the SSQ or the Solution) and complete and re-submit a SSQ or Solution as the case may be in respect of such material change.

The identity or membership of any Bidder, and the principal relationships between the members, may be changed only with the prior written consent of the Council.

The Council reserves the right to determine whether or not to continue with the evaluation of Solutions, and whether or not to enter into a contract with an Bidder, where there has been a change in the ownership of the Bidder (direct or indirect) or a change in the principal relationships between members of a consortium (if appropriate).

13. Amendments to the Memorandum

If it is necessary for the Council to amend this Memorandum in any way, prior to receipt of the SQQ and Outline Solution submissions all Bidders will be notified in writing via The Chest. If appropriate, the deadline for receipt of the SQQ and ISOS submissions will be extended. The Council reserve the right to issue supplementary documentation at any time during the process to clarify any issue or amend this Memorandum. All such further documentation shall form part of the process and will supplement or supersede any part of the documentation to the extent indicated.

A further Information Memorandum will be issued to the two Bidders selected to participate in Phase 3: ISDS.

14. Whistle Blowing

The Council takes fraud, misconduct or corruption seriously and is committed to eradicating it. Its policies include a whistle blowing procedure, which enables employees, and staff within partner and contracting organisations to raise, in good faith, any concerns they may have without fear of victimisation. Such concerns may include:-

- Health and safety risks;
- Damage to the environment;
- Abuse of vulnerable clients;
- Fraud, bribery and corruption; and,
- Any conduct which is illegal.

Further details can be found on the Council's internet site: [here](#)

Bidders should ensure that their staff are familiar with these whistle blowing arrangements.

15. Canvassing/Bribery Act

Any Bidder who directly or indirectly canvasses any official of the Council or bribes or attempts to bribe concerning the award of the Development Agreement for Lease and the Lease or who directly or indirectly obtains or attempts to bribe information from such official concerning the Procedure will be disqualified and may also be guilty of a criminal offence

16. Disclosures

Under the Rehabilitation of Offenders Act 1974, a person with a criminal record is not required to disclose any spent convictions unless the position they are applying for, or are currently undertaking, is listed as an exception under the Act.

It is not anticipated that the supplier / service provider is to have direct contact with children, students or vulnerable adults, during any delivery or attendance at the premises throughout the borough. If this situation changes, throughout the duration of the contract, then the Council must be notified immediately. Please note, it is the responsibility of any supplier / service provider to whom a contract is awarded, to ensure that those persons engaged in undertaking these duties, under that contract (including employees, agents subcontractors and any others) are of good character and fit and proper and do not have any relevant convictions that would make it inappropriate that they perform duties under the contract at Council premises, schools or service user premises on behalf of the supplier / service provider.

They must also comply with reasonable directions from the Council including health and safety and site rules and procedures, as well as equal opportunity, data protection and other similar policies, which are required by law.

17. Terms and Conditions

The Project Agreement and Lease will be developed with the Bidders during the Competitive Dialogue Stage of this Procedure, with the expressed agreement of the Council, and the Bidders agree to contract on the basis of such terms.

18. Complaints Procedure

If Bidders wish to make a complaint regarding the Council's Procedure please see the Council's complaints procedure on the Knowsley internet site: [here](#)

19. Bidders are requested to complete each Phase of the Procedure in accordance with the following guidance:-

- Responses should be inserted in the spaces on the templates provided (which Bidders can replicate to suit their purposes), which can be expanded or additional rows added where required or where no space has been provided then Bidders should submit responses on a separate sheet(s) clearly indicating the section and question number.
- Bidders are encouraged, where possible, to use a different font colour on the templates for its responses in order to assist the Council to identify where an answer has been provided.
- It is essential that all the questions are answered fully.
- Explicit and comprehensive responses must be given to the questions, in conjunction with any clarifications / presentations / interviews if required.

- No assumptions must be made about the information available to the Council and Bidders must therefore make sure that all information that they wish the Council to take into account during the process is contained within their responses. The Council cannot take account of any information, unless it is contained within these submissions.
- Responses not received in time, not in the correct format or which fail to meet with the requirements of this Memorandum will be rejected.
- It is essential and the responsibility of the Bidder to ensure that all supporting documents have been referenced within the space provided for each question and provided if requested. Responses can be supported where requested by any relevant documents, illustrations; maps or charts; however please do not include general marketing or promotional material. All supporting documents should be clearly referenced with the question number to which they relate the title of the document and the name of the Bidder.
- The Council reserves the right to request clarification from a Bidder.
- Clarification of a response will be sent in an equivalent manner to all Bidders in the same situation.
- If an Bidder omits in genuine error to include any document or supporting information which has been requested by the Council and referenced by the Bidder in its response to this Memorandum, then the Council may (in its absolute discretion) request these missing documents to be supplied. The Council shall not be obliged to request submission of such document or information and reserves the right to take such action (including exclusion of a Bidder) as it may determine is appropriate in the circumstances.
- Bidders must note that the Council would only request such document or supporting information pursuant to the point directly above from an Bidder on a limited and specific basis relating to particulars or information (such as a published balance sheet or insurance certificate) which can be objectively shown to pre-date the deadline for responding to this Memorandum.

- The Council will in this situation set a limited period for response of the information; should this information not be received during this period then their submission will be rejected.
- If any question has failed to have been answered fully or made reference to supporting documentation/evidence which has been requested by the Council then the question will be marked accordingly.
- The provision of false or misrepresented information in any form will result in the Bidder's response being rejected.
- Please ensure when uploading documents to The Chest that they are entitled appropriately e.g. Phase 1: Standard Selection Questionnaire.
- The Council reserves the right to re-assess the matters dealt with in the SSQ before key points in this Procedure. Bidders may accordingly be asked to update the evidence they provide in relation to their responses (SSQ, ISOS and ISDS) to reflect more recent circumstances (or to confirm that nothing has changed).
- All Bidders that submit a response will be informed of the outcome in due-course.

20. Schedules for Completion

Stage 2: Combined Pre-qualification Stage and Invitation to Submit Outline Solutions (ISOS) Stage

The purpose of the Pre-qualification and ISOS Stage is to create a shortlist of a maximum of three Bidders to participate in the Phase 3: Dialogue on Detailed Solutions Stage of the Procedure. The Bidders' shortlisted will have demonstrated (through the Phase 2 assessment) at an outline level adherence to the Procedure's Award Criteria reflected in the Strategic Project Objectives set out in Sections 5 and 6 of the Project Information Memorandum.

This Project Information Memorandum will be issued to every party who responds to the Prior Information Notice. If they wish to participate in the Procedure they must submit by Monday 17 February 2020 09:00hrs via The Chest their:-

- a) Completed Pre-qualification Standard Selection Questionnaire (SSQ).
- b) Invitation to Submit Outline Solutions (ISOS) Stage - Outline Masterplan for Bowring Park.
- c) Proposed method for calculating the duration of their optimum Concession Contract duration.

All Bidders must adhere to the Council's Instructions to Bidders provided in this Appendix.

A period of time in advance of the Phase 2 submissions deadline has been allocated for Bidders to raise queries in relation to the Project via The Chest in order to inform / refine their submissions.

The Council will hold an Information Day at Bowring Park on Friday 31 January 2020 that prospective Bidders are invited to attend for viewing the Park, asking questions and networking with potential bid partners. Prospective bidders wishing to attend should RSVP to the Council via The Chest by Friday 24 January 2020. The Open Day will not form part of the SSQ or ISOS Stage assessment.

If this date is not convenient to prospective Bidders then alternative dates for visiting the Park can be made available, in such circumstances please contact the Council via The Chest.

The Pre-qualification Standard Selection Questionnaire (SSQ)

- The purpose of the SSQ is to assess Bidders' general capability and suitability for the Project in terms of financial standing and technical expertise through their previous delivery of similar projects. It requires Bidders' to self-declare their professional and technical ability against the criteria stipulated in the SSQ.
- The Standard Selection Questionnaire (SSQ) to be completed is provided as **Appendix B**.
- All Bidders' passing the SSQ assessment will have their ISOS Stage Questionnaire assessed.

Invitation to Submit Outline Solutions (ISOS) Stage - Outline Masterplan for Bowring Park.

- The ISOS Stage is focused on assessing each Bidders' proposals / solutions for Bowring Park which will include their high level ideas and approach for meeting the Project Objectives which they will present to the Council as their Outline Masterplan for Bowring Park.
- The format of the Outline Masterplan will be for each Bidder to determine, however it must be submitted to the Council via The Chest.
- The Council will be assessing ISOS Stage submissions from the perspective of their contribution to meeting the Strategic Objectives of the Procedure's Award Criteria (as identified below) and in responding to the information provided in this PIM (in particular Sections 5 and 6, and its schedules).

Strategic Objectives (listed in descending order of importance to the Council)

For the Managing Agent / Managing Agent to:-

- a) Apply commercial enterprise and foster innovative partnerships so that the future management of Bowring Park sustains its municipal heritage and financial viability.
- b) Continue improvements to Bowring Park's heritage buildings and landscape, and bring appropriate fresh and contemporary infrastructure to the site.
- c) Use Bowring Park to inspire positive community action.
- d) Maintain the quality of Bowring Park's built and landscape features.
- e) Improve Bowring Park's leisure and hospitality offer.

Proposed method for calculating the duration of their optimum Concession Contract duration.

Bidders' should provide an overview of the method that they propose to identify the optimum length of the Concession Contract they would require. In terms of importance to the Council this should be classed by Bidders as an additional point (f) on list of Strategic Objectives referenced above.

The Commercial and Procurement Objectives of the Award Criteria will be assessed during the Stage 3 (Dialogue on Detailed Solutions) and Stage 4 (Final Tenders), noting that Bidders' ISOS Stage proposals will be carried forward into this assessment too.

Please note that the Council has the flexibility to amend the priority order of the Project Objectives should a Bidder propose an innovative solution. If this happens the Council will issue a notice to all Bidders informing them of the change and inviting them to respond to this if they wish. Additional time will be provided in such circumstances.

Knowsley Council

11 December 2019