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**Request for Quotation**

**NORTH NORTHAMPTONSHIRE**

**RETAIL BUSINESS SUPPORT PROGRAMME**

Contents

[Section 1: Introduction 5](#_Toc114238158)

[1. General Requirements 5](#_Toc114238159)

[2. Procurement Timetable 10](#_Toc114238160)

[3. Site Visits 11](#_Toc114238161)

[4. Clarification Questions 11](#_Toc114238162)

[5. Quotation Responses 11](#_Toc114238163)

[6. Evaluation of Quotations 12](#_Toc114238164)

[Section 2: Specification 13](#_Toc114238165)

[1. Introduction and Background 13](#_Toc114238166)

[2. Scope 13](#_Toc114238167)

[3. Business Continuity and Disaster Recovery 13](#_Toc114238168)

[4. Statement of Requirements 13](#_Toc114238169)

[5. Implementation Criteria 13](#_Toc114238170)

[6. Performance Monitoring and Review/Project Management 14](#_Toc114238171)

[7. Social Benefits 14](#_Toc114238172)

[8. Data Management / UK General Data Protection Regulation (UK GDPR) 14](#_Toc114238173)

[9. Appendixes and/or Annexes 25](#_Toc114238278)

[Section 3: Supporting Information 26](#_Toc114238279)

[Section 4: Pricing Sheet 32](#_Toc114238280)

[1. Pricing and Costs 32](#_Toc114238281)

[Section 5: Freedom of Information 37](#_Toc114238282)

[Section 6: Declaration 39](#_Toc114238283)

[Section 7: Due diligence 40](#_Toc114238284)

[Section 8: CONTRACT AWARD 41](#_Toc114238285)

[Appendix 1: Conditions of Contract 42](#_Toc114238286)

# Section 1: Introduction

## General Requirements

* 1. North Northamptonshire Council (hereafter referred to as “The Council”) invites quotations for the provision of a Retail Business Support programme for North Northamptonshire.
  2. The Council’s detailed requirements are defined in Section 2: Specification.
  3. Please take care in reading this document, in particular the Specification. In the event of any questions or queries in relation to this Request for Quotation (RFQ), please contact the Officer detailed in Table B.
  4. The Council reserves the right to:
     1. carry out due diligence checks on the awarded Potential Supplier;
     2. amend the Conditions of Contract included at Appendix 1;
     3. abandon the procurement process at any stage without any liability to the Council; and/or
     4. require the Potential Supplier to clarify its quotation in writing and if the Potential Supplier fails to respond satisfactorily, this may result in the Potential Supplier being rejected from the process.
  5. The Council also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of Quotation Responses or otherwise. In such circumstances, the Council will not reimburse any expenses incurred by any person in the consideration of and/or response to this document. You make all quotations, proposals and submissions relating to this RFQ entirely at your own risk.
  6. All documents and materials, which comprise the RFQ response, must be written in English only.
  7. Quotations are to remain open for acceptance for a period of 90 days from the Deadline for Submission of Bids.
  8. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and locate within the question asked as this will be the single source of information on which responses will be scored and ranked.
  9. **Rights of the Council in Relation to the RFQ**
     1. The Council reserves the right to:

1. Waive or change the requirements of this RFQ at any time during the procurement process without prior (or any) notice being given by the Council;
2. Make changes to the timetable, structure or content of this RFQ or any other documents associated with this procurement process. Any such changes will be in accordance with the procurement timetable;
3. Abandon the procurement process at any stage without any liability to the Council, or to re-invite responses on the same or any alternative basis;
4. Choose not to award any contract as a result of this procurement process; and/or
5. Reject any RFQ Responses that are over budget without further evaluation of the response.
   1. Answer fully all relevant questions and respond in accordance with any specific requests as detailed in the question 
      1. Submit any attachments requested in an acceptable format to the Council which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files or any file format as specified in the question. Potential Suppliers who wish to submit an attachment in an alternative format must first check with the Council that it will be accepted.
      2. When uploading attachments, please state the question number only in the file title.
      3. Submit any zipped files in WinZip format only.

## Procurement Timetable

* 1. This RFQ follows a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Potential Suppliers are treated equally.
  2. All documents, which comprise any RFQ Response, must be received by the Council no later than the Deadline for Submission of Bids, set out in Table A, below.
  3. The RFQ process is intended to follow the timetable set out in Table A, below.

**Table A**

| Activity | | Time and Date  (as applicable) |
| --- | --- | --- |
|  | Request for Quotation Documents issued | Tuesday, 15 August 2023 |
|  | Deadline for Questions from Potential Suppliers | 5pm on Tuesday, 29 August 2023 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers | Tuesday, 5 September 2023 |
|  | Deadline for Submission of Bids | 5pm on Friday, 15 September 2023 |
|  | Evaluation of Bids Received\* | Friday, 22 September 2023 |
|  | Contract Award\* | Friday, 29 September 2023 |
|  | Contract Start\* | Friday, 29 September 2023 |
|  | Contract End | Tuesday, 31 December 2024 |

* 1. The Council reserves the right to amend this timetable, and items marked with an asterisk, i.e. \*, are provided for **guidance only** and are **subject to change** at short notice.
  2. Any RFQ received after the Deadline for Submission of Bids identified in Table A, may be rejected. Therefore, it is the Potential Supplier’s responsibility to ensure that the deadline is not breached.

## Clarification Questions

* 1. Any queries about this document, the procurement process, or the proposed contract itself, should be referred via e-mail to the Officer detailed in Table B, below, no later than the Deadline for Questions from Potential Suppliers date found in Table A.
  2. A copy of all requests for clarifications and the responses will be published to all potential suppliers, where the clarification and response are not considered confidential.
  3. If a potential supplier wishes the Council to treat a clarification as confidential and therefore not publish the response to all, it must state this when submitting the clarification. If in the opinion of the Council, the clarification is not confidential, the Council will publish in an anonymised format.
  4. The deadline for receipt of clarifications relating to this procurement is set out in the procurement timetable. Clarifications sent to the Council after this deadline may not be responded to.

**Table B**

|  |  |
| --- | --- |
| Name | Sarah Ellwood |
| Job Title | Senior Project Manager |
| E-Mail address | [Sarah.ellwood@northnorthants.gov.uk](mailto:Sarah.ellwood@northnorthants.gov.uk) |

## Quotation Responses

* 1. Should you wish to take part in the selection process please complete this RFQ and return via e-mail to the Officer detailed in Table C, below, no later than the Deadline for Submission of Bids date in Table A.

**Table C**

|  |  |
| --- | --- |
| Name | Sarah Ellwood |
| Job Title | Senior Project Manager |
| E-Mail address | [Sarah.ellwood@northnorthants.gov.uk](mailto:Sarah.ellwood@northnorthants.gov.uk) |

## Evaluation of Quotations

* 1. **THOSE POTENTIAL SUPPLIERS WHO FAIL ANY PASS/FAIL, MANDATORY, COMPULSORY AND/OR ESSENTIAL QUESTIONS WILL be rejected from the RfQ PROCESS.**
  2. Any bids which are not compliant or not completed fully will be rejected. If a bid is eliminated for any reason, the price submitted within the quote concerned shall also be excluded from the evaluation. Based on the information provided by Potential Suppliers, each compliant RfQ Response will be evaluated based on the following criteria:
     1. **Weighted Combination of Questions and Price**

1. The evaluated score as detailed in Table D, will be divided by 4 and multiplied by the question weighting (within Total) (%), to provide a final score (%) for each question, in accordance with the following example:
2. If the question weighting (within Total) is 20% and the Potential Supplier’s response is scored ‘2’, their final score (%) will be:
3. 2 / 4 x 20 = 10% for that question.
4. The Potential Supplier’s response to each question will be evaluated and scored a maximum of 4 marks as per Table C.
   * 1. **Important Note for Question 6**
   1. Where the Potential Supplier answers in such a way, as to avoid this requirement, but still provides an answer (e.g., “we are unable to offer any benefits as a part of this Contract”), they will be deemed to have not answered the question, which may lead them failing this question and being rejected from the process.

## Evaluation and Moderation of RfQ Responses

* 1. Each RfQ Response will be evaluated independently by an Evaluation Panel, which may include, but not be limited to, Council officers, members, technical advisors and/or stakeholders (such as members of user groups, focus groups and/or tenant/resident panels).
  2. An initial examination may be made to establish the completeness of the RfQ Responses.
  3. Moderation will then take place, considering the individual scores from the Evaluation Panel.
  4. As the result of any moderation, the Evaluation Panel may choose to revise a Potential Supplier’s score for each response to a Scored Question, either up or down to reach a final score.
  5. All responses to the Scored Questions will be assessed against the Criteria set out in Table C, below.

**Table D – Criteria for Awarding Score**

| **Score** | **Criteria for Awarding Score** |
| --- | --- |
| 0 | Considered to be a **poor response** on the basis that:   * No response is provided; or * It does not answer the question or is completely irrelevant. |
| 1 | Considered to be a **limited response** on the basis that:   * Overall, it lacks sufficient detail or is perceived to be unclear, meaning that evaluators are not confident that the criteria will be delivered to an acceptable level. |
| 2 | Considered to be an **acceptable response** on the basis that:   * It addresses most of the relevant criteria; and/or * The supporting detail is clear for the most part and provides evaluators with an understanding that the criteria it does address will be met to an acceptable level. |
| 3 | Considered to be a **good response** on the basis that:   * It addresses all relevant criteria; and/or * The supporting detail is clear and provides evaluators with confidence that the criteria will be delivered to a good standard. |
| 4 | Considered to be an **outstanding response** on the basis that:   * It addresses all relevant criteria; and/or * The supporting detail is clear and robust and provides evaluators with the utmost confidence that all criteria will be delivered to the highest standard. |

* 1. An RfQ Response may be rejected, where the response to any Scored Question fails to achieve a score of 2 or more (as defined in Table D), even if it scores relatively well against all other criteria. This is because the Council requires a minimum quality threshold to ensure an overly low price does not skew an RfQ Response where the quality is fundamentally unacceptable.
  2. Should the Evaluation Panel, in its reasonable judgement, identify a fundamental failing or weakness in any RfQ Response then that RfQ Response may, regardless of its other merits, be excluded from further consideration.
  3. For the avoidance of doubt, there are no sub-criteria elements in the Scored Questions, which will be scored. The score allocated will be against the total answer submitted and factored against the maximum percentage awarded for that question in accordance with the calculation formula.
  4. Where a particular question may list “elements”, Potential Suppliers are informed that no such individual element will be scored, per se; instead, the “elements” as listed are given for information only to assist Potential Suppliers to submit their most comprehensive Response and therefore their most competitive RfQ Response in all the circumstances.
  5. The award criteria questions will be evaluated, using the scheme set out in Table E, below.

**Table E – Evaluation Criteria Questions and Weighting Scheme**

|  | **Section Headings** | **Weighting**  **Within Total** |
| --- | --- | --- |
| **Questions (40%)** | | |
| **Minimum Standard (Answered? Yes/No)** | | |
|  | Supporting Information | Answered? Yes/No |
|  | Contact Details and Declaration | Answered? Yes/No |
| **Minimum Standard (Pass/Fail)** | | |
|  | Insurance | Pass/Fail |
|  | Modern Slavery Act 2015 | Pass/Fail |
|  | General Data Protection Regulation (GDPR) | Pass/Fail |
|  | Social Value | Pass/Fail |
| **Project Specific Questions (40%)** | | |
|  | Please outline your proposed approach and methodology to meet the specification | 20% |
|  | Please describe how the skills of your team will allow you to deliver the requirements of the specification | 10% |
|  | Please demonstrate your:  a. track record and experience in delivering Retail Business Support  b. lessons learnt; and  c. effective outcomes. | 15% |
|  | What innovation and added value could you bring to this requirement? | 5% |
| **Price estimated up to £70,000 (50%)** | | |
|  | Total Cost | 50% |
|  | **Grand Total** | **100%** |

## Evaluation of Price (Award Criteria Questionnaire)

* 1. Potential Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since they will be required to hold these or withdraw their RfQ Response in the event of errors being identified after the Deadline for Submission of Bids, set out in Table A.
  2. If a Potential Supplier fails to provide fully for the requirements of the RfQ it must either:
     1. absorb the costs of meeting the Council’s full requirements within its RfQ price; or
     2. withdraw its RfQ.
  3. The following criteria will be applied to evaluate price:
     1. **Weighted Combination of Questions and Price**
  4. The Potential Supplier with the lowest overall compliant price will be awarded the full Price score, as set out in Table D. All other RfQ Responses will be scored in accordance with the following calculation:
     1. An example is provided in Example 1, below. This example is based on a 60% price weighting where the lowest compliant price is £1,000,000.

**Example 1**

| **Potential Supplier No.** | **RfQ Price** | **Price Calculation** | **Price Score** |
| --- | --- | --- | --- |
|  | £1,000,000.00 | =60%  (lowest compliant price) | 60 |
|  | £1,100,000.00 | =60-((1,100,000-1,000,000)/1,100,000)\*100 | 50.91 |
|  | £5,000,000.00 | =60-((5,000,000-1,000,000)/5,000,000)\*100 | -20 |
|  | £1,300,000.00 | =60-((1,300,000-1,000,000)/1,300,000)\*100 | 36.92 |

* + 1. If the Potential Supplier receives a minus score, following the Price Calculation provided in Example 1, the Council will amend the Potential Supplier’s Price Score to “0”, for the purposes of the Evaluation, so their Price Score does not adversely affect their overall Score.

## Presentations and/or Clarifications

* 1. Where the Council believes there is an omission, ambiguity or inconsistency in a Potential Supplier’s RfQ Response (including an arithmetical error), the Council reserves the right (but is not obliged) to seek clarification of any aspect of a Potential Supplier’s RfQ Response during the evaluation phase where necessary for the purposes of carrying out a fair evaluation.
  2. The Potential Supplier will be required to confirm any appropriate amendments to their RfQ Response.
  3. Potential Suppliers are asked to respond to such requests promptly and within any given deadline. Potential Suppliers may be disqualified if they do not satisfactorily respond within the given deadline.
  4. Once the submitted RfQ responses have been evaluated, the Council reserves the right to conduct Presentation and/or Clarification meetings as part of the evaluation process with any number of Potential Suppliers, as the Council deems necessary, to complete a full evaluation of the RfQ Responses submitted.
  5. The Council may clarify elements of Potential Suppliers' submissions and reserves the right to:
     1. re-visit the evaluation scoring; and
     2. ask further clarification questions.

## Abnormally Low and/or Unsustainably High RfQ Responses

* 1. RfQ Responses will be reviewed to consider if they appear to be abnormally low or unsustainably high in cost. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Potential Suppliers.
  2. The Council reserves the right to reject any unsustainably high RfQ Responses without further evaluation of the bid submission.
  3. If the assessment shows that a Potential Supplier’s price offer may be abnormally low, the Council will request from a written explanation and/or evidence of the Potential Supplier’s price offer and/or RfQ Response, or of those parts of a Potential Supplier’s price offer and/or RfQ Response, which the Council considers contribute to the RfQ Response being abnormally low, to justify the RfQ Response and its price and/or value(s) offered.
  4. On receipt of a Potential Supplier’s written explanation, the Council will verify the price offer, RfQ Response or parts of the RfQ Response.
  5. If the Council is still of the opinion that the Potential Supplier has submitted an abnormally low offer, the Council will confirm this to the Potential Supplier and will advise either:
     1. that the Potential Supplier’s RfQ Response has been rejected; or
     2. that, for RfQ evaluation purposes, the Council will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low RfQ Response.
  6. Where the Potential Supplier is unable to prove, within a sufficient time limit, such justification for the low price and/or value, the Council reserve the right to reject the RfQ Response.

## Rejection and Disqualification of RfQs

* 1. The Council reserves the right to reject or disqualify any RfQ Response and or a Potential Supplier, where the Potential Supplier:
     1. Fails to submit their RfQ Response by the Deadline for Submission of Bids, set out in the procurement timetable at Table A;
     2. contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the RfQ provided;
     3. contains handwritten amendments which have not been initialled by the authorised signatory;
     4. does not reflect and confirm full and unconditional compliance with all of the documents issued by the Council forming part of this RfQ;
     5. contains any caveats or any other statements or assumptions qualifying the RfQ Response that are not capable of evaluation in accordance with the Council’s published evaluation model or requiring changes to any documents issued by the Council in any way;
     6. contains any alterations or additions to any documents issued by the Council forming part of this RfQ;
     7. cannot commit to achieve any Key Dates for elements and/or milestones etc. as set out in the Council’s Specification;
     8. is not submitted in a manner consistent with the provisions set out in this RfQ;
     9. fixes or adjusts the amount of its RfQ Response by or in accordance with any Conditions of Contract or arrangement with any other party;
     10. communicates to any party other than the Council or, as applicable, relevant participating body, the amount or approximate amount of its proposed RfQ Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence, to obtain quotations necessary for the preparation of a complete and accurate RfQ Response or insurance or any necessary security);
     11. enters into any Condition of Contract or arrangement with any other party that such other party shall refrain from submitting an RfQ Response or shall limit or restrict the prices to be shown by any other Potential Supplier in its RfQ Response;
     12. offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to its RfQ Response or any other proposed RfQ Response;
     13. commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972;
     14. directly or indirectly canvasses any officer, member, employee, or agent of the Council or its members or any relevant participating body or any of its officers or members concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Potential Supplier, RfQ Response or proposed RfQ Response;
     15. fails to declare any conflict of interest or any circumstances that could give rise to a conflict of interest (Potential Suppliers must notify the Council via e-mail);
     16. fails to comply fully with the requirements of this RfQ or makes a misrepresentation in any information supplied in their RfQ Response;
     17. there is a change in identity, control, financial standing or other factor impacting on the selection and or evaluation process affecting the RfQ Response;
     18. submits an RfQ Response which does not comply with any mandatory requirement (where the word “shall” or “must” is used); or fails to comply with the Revised Prevent Duty Guidance: for England and Wales; para. 45 "publicly-owned venues and resources do not provide a platform for extremists to disseminate extremist views"; para 46 "organisations who work with the local authority on Prevent are not engaged in any extremist activity or espouse extremist views"; or contradict para 47 "new contracts for the delivery of their services are being made to ensure that the principles of the duty are written into those contracts in a suitable form";
     19. Is submitted by any Potential Supplier (for the purposes of this paragraph, this also includes any company who has control of the legal entity submitting the RfQ Response or a member of the group, if submitting as a group of economic operators) who has longstanding unpaid debts of any value with the Council, which have not been disputed by the Potential Supplier and/or where no payment plan has been agreed with the Council within one-hundred and twenty (120) days of the date the invoice was due to be paid. For the avoidance of doubt, longstanding in this instance, is defined as equal to or greater than one-hundred and twenty (120) days;
     20. Fails to declare their organisation or any other person has powers of representation, decision or control in the organisation;
     21. Has been involved in any situation or activity which, in the reasonable opinion of the Council, may have a negative impact on the reputation of the Council or may bring the Council or any element of its business into disrepute; and/or
     22. Submits an RfQ Response that is in any other way deemed non-compliant by the Council.
  2. By participating in this procurement process, Potential Suppliers accept that the Council shall have no liability to a rejected or disqualified RfQ Response and/or Potential Supplier in these circumstances.

# Section 2: Specification

## Introduction and Background

1.1 North Northamptonshire is home to a wide range of small and independent retailers who continue to feel the impact of the pandemic and changing consumer habits.

1.2 Business Support measures to drive employment growth has been identified as a key priority in the North Northamptonshire UK Shared Prosperity Fund (UKSPF) Investment Plan.

1.3 Funding is available through the UKSPF to deliver a comprehensive programme of support to retail businesses across North Northamptonshire until 31st December 2024. This should complement the HiStreet campaign and the Build Your Business in North Northamptonshire programmes, also funded through UKSPF.

## Scope

2.1. This specification sets out the North Northamptonshire Retail Support programme, funded through the UKSPF.

2.2. The aim of this programme is to address the challenges that continue to face the sector due to the after-effects of the pandemic and in the context of ongoing challenges and changes to High Street retail with the mixed markets of virtual and physical stores. It aims to build resilience and support business growth.

## Business Continuity and Disaster Recovery

* 1. At least ten (10) Working Days prior to the Contract Start Date, the Supplier shall prepare and deliver to the Council, for approval, a plan detailing the processes and arrangements that the Supplier shall follow to:
     1. ensure continuity of the business processes and operations supported by the Service, following any failure or disruption of any element of the Service; and
     2. the recovery of the Service in the event of a disaster.
  2. In the event of a complete loss of service, or in the event of a disaster, the Supplier shall immediately implement the Service Continuity Plan (and shall inform the Council promptly of this).

## Statement of Requirements

* 1. The Supplier must provide a comprehensive retail and High Street business support programme for businesses in North Northamptonshire. Referrals may come directly from the North Northamptonshire Council Economic Development Team, existing channels such as the SEMLEP Growth Hub, University of Northampton Business Support team and direct engagement by the Supplier. The HiStreet campaign team will also be able to support with business connections.
  2. The Retail Business Support Programme must include:
* 1:1 general business support working directly with individual retail businesses – developing a Business Plan (output target 75 businesses with a Business Plan and 85 people attending training sessions)
* Group sessions / workshops / masterclasses delivered by specialists in subjects such as marketing, finance, social media, digital, branding, shop fronts etc [Suppliers must link to the Build Your Business in North Northamptonshire offer and ensure no duplication] and must deliver outside core-opening hours to make the offer more attractive
* Follow-up 1:1 session to explore next steps
* The programme will include a Small Retail Grant Scheme, with grants of up to £500 available for businesses to apply for to invest in their Business Plan (output target 20) – note the process for managing the scheme and allocating these grants is still to be confirmed, but the final decisions on which businesses will receive grants will remain with the Council
* Access to networking opportunities – link to Northamptonshire Chamber, NNBN, Town Council, HiStreet campaign and other events
* Liaison with the Hi Street campaign, Discover NN app sign-up and can include promotion at the Discover Northamptonshire Hub [Discover Northamptonshire hub | North Northamptonshire Council (northnorthants.gov.uk)](https://www.northnorthants.gov.uk/culture-and-tourism/discover-northamptonshire-hub)
* Onward support – directing to other support available

4.3 The contract will comprise a 15 month delivery programme (September 2023 to December 2024)

4.4 The supplier will be responsible for marketing and promotion of the programme and must ensure that all promotional material and activities are in accordance with the branding requirements as set out in [UK Shared Prosperity Fund: branding and publicity (6) - GOV.UK (www.gov.uk)](https://www.gov.uk/guidance/uk-shared-prosperity-fund-branding-and-publicity-6)

## Performance Monitoring and Review

* 1. Monthly reporting meetings will take place between the Council and the Supplier (either face to face or virtually - to be agreed), at which the service performance will be discussed.
  2. For the duration of the contract, the supplier will be paid quarterly in arrears, subject to meeting the below criteria, and on submission of a fully evidenced monitoring and claim form. For the reporting meetings, the Supplier must share an update report on the following items:
* Number of businesses supported and tracked as a percentage of the whole, monitoring trends and increases/dropouts;
* Type of support and duration (e.g., one-to-one, workshop etc);
* Sector demographics and business scale demographics, including but not limited to; sector, size, and turnover;
* Marketing, networking, and other promotional activity undertaken;
* Onward referral channels, grants accessed, or other support;
* Feedback from businesses via formal and informal feedback exercises; and
* Any other issues reported by businesses.
  1. Outputs / outcomes

1. One-to-One support to a minimum of seventy-five (75) retail businesses spread across (but not limited to) the 12 towns in the area.
2. Each business to access relevant support, with a mix of one-to-one time, small groups and classes/workshops as appropriate;
3. A workshop / masterclass programme (which may include splitting, re-running popular workshops or additional workshops, where there is demand);
4. Supporting the Small Grant Application process;
5. Weekly marketing activity to promote the services available, and linking with the ongoing Hi-Street marketing campaign (in accordance with all agreed branding requirements); and
6. Promoting activity and businesses worked with (including networking events to promote the services).

## Social Benefits

* 1. The Supplier must ensure, as much as possible, that the programme employs local staff and seeks to grow and strengthen local networks whether existing business networks, or the creation of new networks and groups.
  2. This may be achieved through the growth and/or creation of local supply routes.
  3. The Supplier must be considerate of the environmental impact of the service and aim to minimise greenhouse emissions through travel, energy consumption and promote environmental and social awareness to participants by modelling this through its operational model.
  4. The Supplier must demonstrate that they are aware of personal wellbeing and Mental Health with the ability to guide clients towards further support. The Supplier must be affirming of Equality and Diversity, both in promoting access to the programme and supporting clients through the programme.

## Data Management / UK General Data Protection Regulation (UK GDPR)

* 1. The Potential Supplier shall comply with any further written instructions with respect to processing by the Council.
  2. Any such further instructions shall be incorporated into the Schedule at Table F, below.

**Table F – Schedule of Processing for Data Subjects**

| **Description** | **Details** |
| --- | --- |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, each Party shall act as a Data Controller in respect of the Processing of Personal Data on its own behalf and in particular each shall be a Data Controller of the Personal Data acting individually and in common |
| Subject matter of the processing | The processing is needed to ensure that the Processor can effectively deliver the contract to provide a service to the Council’s customers. The subject matter may include Personal Data relating to recipients of the Services or in respect of any matter on which the Services are being sought or which is otherwise relevant to the provision of the Services. |
| Duration of the processing | The processing of Personal Data by the Supplier and Key Subcontractor will be carried out for the period during which the Services are required and any period during which the Supplier is required to maintain records in accordance with this Agreement and any regulatory and legal requirements |
| Nature and purposes of the processing | The processing of Personal Data will include the transmission of Personal Data relating to Data Subjects required in order for the Supplier to effectively provide the Services. It may involve being processed on systems of the Supplier for the purposes of delivering the Services.  The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) in order to supply the Services. |
| Type of Personal Data being Processed | Personal Data may include special categories of Personal Data dependent on the Services being provided and the nature of the Personal Data required to be processed in order for the Services to be provided, including but not limited to, name, address, contacts details, telephone number and email address of the Data Subject |
| Categories of Data Subject | Personal Data may include special categories of Personal Data dependent on the Services being provided and the nature of the Personal Data required to be processed in order for the Services to be provided This will include customers of the service, and may include their key clients or suppliers. |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data | Any Personal Data of Data Subjects shall be retained by the Supplier only for as long as is necessary for the performance of the Services and/or in compliance with the management information retention provisions (if applicable) set out in this Agreement. All Personal Data shall be either destroyed or returned on termination of the Services unless longer retention is required by Law |

# Section 3: Supporting Information

1. Please complete Section 3 below.

| **General Information** | | | | |
| --- | --- | --- | --- | --- |
| **Question 1:** | | **Scoring Methodology:** | Question Answered? Yes/No | |
| 1.1. (a) | Full name of the Potential Supplier completing Information | | | Click to enter text. |
| 1.1. (b) (i) | Registered office address | | | Click to enter text. |
| 1.1 (b) (ii) | Registered website address | | | Click to enter text. |
| 1.1. (c) (i) | Trading Status | | | Choose an item. |
| 1.1. (c) (ii) | \*If you selected ‘**Other\***’, please specify | | | Click to enter text. |
| 1.1 (d) | Date of registration in country of origin | | | Click to enter date. |
| 1.1. (e) | Company registration number | | | Click to enter text. |
| 1.1. (f) | Charity registration number | | | Click to enter text. |
| 1.1 (g) | Head Officer DUNS number | | | Click to enter text. |
| 1.1 (h) | Registered VAT number | | | Click to enter text. |
| 1.1 (i) | Trading name(s) that will be used if successful in this procurement. | | | Click to enter text. |
| 1.1. (j) | Are you a Small, Medium or Micro Enterprise (SME)? | | | Choose an item. |
| 1.1 (k) | If applicable, details of immediate parent company | | | Click to enter text. |
| 1.1 (l) | If applicable, details of ultimate parent company | | | Click to enter text. |

**Please Note:** To avoid any unnecessary duplication for the Potential Supplier, by signing the Declaration at Question 2, you are also signing to confirm the following, as included in this RFQ Response, and all associated subsections therein contained:

1. Section 5: Freedom of Information; and
2. Section 6: Declaration.

| **Contact Details and Declaration** | | | | |
| --- | --- | --- | --- | --- |
| **Question 2:** | | **Scoring Methodology:** | Question Answered? Yes/No | |
| *Potential Supplier contact details for enquiries about this RFQ Response* | | | | |
| 2.1. (a) | Contact name | | | Click to enter text. |
| 2.1. (b) | Name of organisation | | | Click to enter text. |
| 2.1. (c) | Role in organisation | | | Click to enter text. |
| 2.1. (d) | Phone number | | | Click to enter text. |
| 2.1. (e) | E-mail address | | | Click to enter text. |
| 2.1. (f) | Postal address  *including postcode* | | | Click to enter text. |
| 2.1. (g) | Signature  *electronic is acceptable* | | | Click to enter text. |
| 2.1. (h) | Date | | | Click to enter date. |

| **Insurance** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Question 3:** | | **Scoring Methodology:** | Pass/Fail  Potential Suppliers who answer ‘No’ to any of the levels below will be eliminated from this procurement process. |  | |  |
| *Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the contract? The levels of insurance cover are indicated below.* | | | | | | |
| 3.1. | Employer’s (Compulsory) Liability Insurance at no less than £5m  *It is a legal requirement that all Potential Suppliers hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.* | | | | Choose an item. | |
| 3.2. | Public Liability Insurance at no less than £5m | | | | Choose an item. | |
| 3.3. | Professional Indemnity Insurance at no less than £2m | | | | Choose an item. | |

| **Requirements under Modern Slavery Act 2015** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Question 4:** | | **Scoring Methodology:** | Pass/Fail  Potential Suppliers who answer ‘No’ will be eliminated from this procurement process. |  | |  |
| 4.1. (a) | The Council wants to ensure that within your business and its supply chain, there is no servitude or forced labour, slavery human trafficking, arranging or facilitating the travel of another person with a view that a person is being exploited or conducting any activities that contain violation of human rights.  Please confirm that your supply chain with regards to this quotation response complies with the Modern Slavery Act 2015? | | | | Choose an item. | |

| **UK General Data Protection Regulations (UK GDPR)** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Question 5:** | | **Scoring Methodology:** | Pass/Fail  Potential Suppliers who answer ‘No’ will be eliminated from this procurement process. |  | |  |
| 5.1. | The Council wants to ensure that within your business and/or in its supply chain, the processing of personal data and processes in relation to this contract are complaint with the requirements of the UK General Data Protection Regulations (UK GDPR) and Data Protection Act.  Please confirm that you and your supply chain with regards to this RFQ response comply with all applicable data protection legislation including but not limited to the UK General Data Protection Regulations (UK GDPR) and Data Protection Act. | | | | Choose an item. | |

| **Social Value** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Question 6:** | | **Scoring Methodology:** | Pass/Fail |  |  |
| 6.1. | Having read the specification what community benefits, will your organisation provide as part of your proposal? Examples include but not be limited to:   * Sub-contracting locally; * Improvements to the area covered by North Northamptonshire; and/or * Use of apprenticeships.   ***Important Note:*** *Where the Potential Supplier answers in such a way, as to avoid this requirement, but still provides an answer (e.g., “we are unable to offer any benefits as a part of this Contract”), they will be deemed to have not answered the question, which may lead them failing this question and being rejected from the process.* | | | | |
| **Answer:** | | | | | |
| Click to enter text. | | | | | |

| **Project specific questions** | | | | |
| --- | --- | --- | --- | --- |
| **Question 7:** | **Scoring Methodology:** | 20% |  |  |
| Please outline your proposed approach and methodology to meet the specification | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |

| **Project specific questions** | | | | |
| --- | --- | --- | --- | --- |
| **Question 8:** | **Scoring Methodology:** | 10% |  |  |
| Please describe how the skills of your team will allow you to deliver the requirements of the specification | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |

| **Project specific questions** | | | | |
| --- | --- | --- | --- | --- |
| **Question 9:** | **Scoring Methodology:** | 15% |  |  |
| Please demonstrate your:  a. track record and experience in delivering Retail Business Support  b. lessons learnt; and  c. effective outcomes. | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |

| **Project specific questions** | | | | |
| --- | --- | --- | --- | --- |
| **Question 10:** | **Scoring Methodology:** | 5% |  |  |
| What innovation and added value could you bring to this requirement? | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |

# Section 4: Pricing Sheet

## Pricing and Costs

* 1. A Potential Supplier’s RFQ Response will be rejected if it exceeds the capped budget for this procurement exercise, which is £70,000
  2. Please complete the Pricing Schedule at Table G, below.

* 1. All prices quoted must exclude VAT.
  2. Should you be successful, your fixed cost for the contract must be included in your RFQ Response and any costs which are not included will not be met by the Council either before or during the contract.
  3. Where the Council considers a price to be abnormally low, it may seek clarification and/or an explanation from the Potential Supplier, and the Council may reject any RFQ Response, at its absolute discretion, if it appears to be unreliable.
  4. The Potential Supplier with the lowest overall compliant price will be awarded the full Price score. All other RFQ responses will be scored in accordance with the following calculation:
     1. An example is provided in Table **G**, below. This example is based on a 100% price weighting, where the lowest complaint price is £100,000.

**Table G**

| **Potential Supplier No.** | **Potential Supplier Price Offer** | **Price Calculation** | **Price Score** | **Rank** |
| --- | --- | --- | --- | --- |
| Potential Supplier 1 | £100,000.00 | =100%  (lowest compliant price) | 100 | 1 |
| Potential Supplier 2 | £125,000.00 | =100-((125,000-100,000)/125,000)\*100 | 75 | 2 |
| Potential Supplier 3 | £150,000.00 | =100-((150,000-100,000)/150,000)\*100 | 50 | 3 |

**Table H**

| **Pricing Schedule** | | |
| --- | --- | --- |
|  | Total Cost  This is the figure that will be used for the price evaluation, as detailed in this document. | £Click to enter text. |

# Section 5: Freedom of Information

1. Information in relation to this RFQ may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 (“The Act”) and your organisation details will be disclosed and/or published where the expenditure is over £500, as per the Government Transparency agenda.
2. Potential Suppliers must state if any of the information supplied by them is confidential and commercially sensitive or should not be disclosed in response for the Information under The Act. Potential Suppliers must state why they consider the information to be confidential or commercially sensitive.
3. Note that inclusion below will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in The Act. Note that the Declaration for this Section has been completed and signed at Section 3, Question 2.1 (g) of this document.

| **Information/Document** | | **Reference/Page No.** | **Reasons for Non-Disclosure** | **Duration of Confidentiality** |
| --- | --- | --- | --- | --- |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |

# Section 6: Declaration

By signing Section 3, Question 2.1. (g) I hereby declare that:

* I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so;
* to the best of my knowledge, the information provided is complete and accurate;
* the price in Section 4 is our best offer;
* no collusion with other organisations has taken place in order to fix the price;
* that there is no conflict of interest in relation to the Council’s requirement;
* the requirement be subjected to the terms and conditions set out in Conditions of Contract identified at Appendix 1;
* that no goods, supplies, services and/or works will be delivered or undertaken until both parties have executed the formal contract documentation as identified at Appendix 1 and an instruction to proceed has been given by the Council in writing; and
* I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false and/or misleading information.

# Section 7: Due diligence

* 1. The Council will undertake its due diligence in advance of any contract award.
  2. The preferred Potential Supplier(s) will not be awarded the Contract until the Council is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Council before a contract can be awarded. The Council reserves the right to disqualify any Quotation Response which is incomplete.
  3. Due diligence may include credit checks in relation to the preferred Potential Supplier(s) (including each member of any consortium and of any key sub-contractor). This is important to the Council to ensure that any organisation who wishes to enter into a contract with the Council will be in a position to provide the goods, services and/or works on an ongoing basis as agreed within any contract. The Council works with external credit agencies to provide these financial checks.
  4. The Council reserves the right to reject a Potential Supplier from the procurement process, where any findings from the Council’s due diligence reveal a serious concern or risk for the Council that cannot be remedied in a reasonable amount of time before award. Potential Suppliers are strongly encouraged to check and manage their financial score within the industry.
  5. The Council reserves the right to revisit any selection criteria questions at any time before award stage, where the Council believes there is a risk that selection responses might have changed. The Council reserves the right to disqualify any Potential Supplier who no longer meets the selection criteria if it originally led to them continuing in the procurement process.

# 

# Section 8: CONTRACT AWARD

* 1. The Council will notify all Potential Suppliers of its intention to award a contract.
  2. This will include details of the:
* Award criteria scores;
* Name of the successful provider(s).
  1. The following documents shall form part of the contract between the Council and the successful provider(s):
* Specification;
* Terms and Conditions plus related Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies, etc.);
* A pricing schedule (as completed by the Potential Supplier);
* Responses to requirements; and
* A list of commercially sensitive information.

## Appendix 1: Conditions of Contract