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**Request for Quotation**

Corby Enterprise Centre voice and data support

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# Section 1: Introduction

## General Requirements

* 1. North Northamptonshire Council (hereafter referred to as “The Council”) invites quotations for the provision of Corby Enterprise Centre voice and data support
  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 e.g., maximum word/page limits, etc.
      1. Where the Council has identified word limits, Potential Suppliers are strongly requested to adhere as closely to these as possible. Whilst it is not the Council’s intention to count the number of words a Potential Supplier uses in their responses, if the Council reasonably determines that a word limit has been exceeded, it may take that into account when awarding a score for that question; i.e.; words submitted over this limit may not be evaluated;
      2. All words in any format (including but not limited to words in diagrams, pictures, maps, tables and charts) will count towards the word count. Potential Suppliers must state the number of words in any diagram, picture, map, table or chart directly underneath it. This includes any other method of presentation which is not just text. Potential Suppliers must not attempt to circumnavigate the word limit e.g., by joining up words or using special characters to join words.
      3. 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.
      4. When uploading attachments, please state the question number only in the file title.
      5. 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 | Thursday, 15 December 2022 |
|  | Deadline for Questions from Potential Suppliers | 12:00noon Friday, 30 December 2022 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers | Friday, 13 January 2023 |
|  | Start of Site Visit period (if required)\* | Tuesday, 3 January 2023 |
|  | End of Site Visit period (if required)\* | Friday, 6 January 2023 |
|  | Deadline for Submission of Bids | Friday, 27 January 2023 |
|  | Evaluation of Bids Received\* | Tuesday, 7 February 2023 |
|  | Contract Award\* | Tuesday, 28 February 2023 |
|  | Contract Start\* | Monday, 3 April 2023 |
|  | Contract End\* | Thursday, 2 April 2026 |

* 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.

## Site Visits

* 1. In order for suppliers to ensure their tender submissions reflect as accurately as possible the Council’s specification and requirements, the Council strongly recommends the Suppliers undertake a site visit in order for each Supplier to satisfy itself so far as is possible that its proposed tender price to be submitted in its bid is correct, realistic and sustainable. Such site visits may be arranged directly with Gerri Reed ( Centre Manager) or Stacy Barratt (Interim Deputy Centres Manager) on telephone number 01536 560560.
  2. All questions asked by Suppliers during site visits will be distributed to all Suppliers including answers
  3. Site visits will not be scored or evaluated, but the council makes available this opportunity to Suppliers in accordance with the principles of openness, fairness, transparency and non-discrimination so as to enable each Supplier so far as is reasonable to submit its most competitive bid

## 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 | Gerri Reed/ Stacy Barratt |
| Job Title | Centre Manager/ Interim Deputy Centre Manager |
| Telephone number | 01536 560560 |
| E-Mail address | [Gerri.Reed@northnorthants.gov.uk](mailto:Gerri.Reed@northnorthants.gov.uk) [Stacy.Barratt@northnorthants.gov.uk](mailto:Stacy.Barratt@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 | Stacy Barratt |
| Job Title | Interim Deputy Business Centres Manager |
| E-Mail address | [stacy.barratt@northnorthants.gov.uk](mailto:stacy.barratt@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. **Evaluation Method: Minimum Quality Standard.**

1. Potential Suppliers must pass all pass/fail questions in Section 3: to be considered. Bids not meeting the minimum standards will be rejected.
   1. Quality Questions

6.3.1 The council will apply the following criteria, using the scheme set out in Table D, below. Each non price criteria will be assessed via a response to an evaluation question. These questions appear under section x Quality Questions.

Table D

|  |  |
| --- | --- |
| **Section Headings** | **Weighting Within Total** |
| **Quality Questions (40%)** | |
| **Key personnel (5%)** | |
| 1. Skills, Qualifications and Experience | 5% |
| **Quality (8%)** | |
| 1. Quality Requirements | 5% |
| 1. Quality Management | 3% |
| **Service Provision (24%)** | |
| 1. Assurance of Committed Data Rate | 8% |
| 1. Assurance of Burst Rate | 8% |
| 1. Experience of Mitel Telephone System | 5% |
| 1. Service requests | 3% |
| **Added Value (3%)** | |
| 1. Added Value | 3% |
| **Pricing (60%)** | |
| 1. Service Costs | 0% |
| 1. Additional Costs | 0% |
| 1. Total Cost | 60% |
| **Grand Total** | **100%** |

6.4 Scoring Matrix

The authority will use the following scoring matrix to evaluate all Quality  
 questions.

|  |  |
| --- | --- |
| **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. |

# Section 2: Specification

## Introduction and Background

* 1. The Council are seeking a suitably qualified and experienced supplier to provide a fully resilient internet connectivity services with SIP trunk provision. To include support for service dependant hardware (i.e. Router/Firewall).
  2. Corby Enterprise Centre provide voice and data service to businesses operating from the Centre. It is imperative a consistent a stable service is offered to tenants and visitors of the Centre which is business critical for occupants.
  3. The current service includes uncontended 200/200 Mbps circuit directly to the site. The bandwidth is split in an 80/20 share, with 40% dedicated to shared internet and the remaining 10% dedicated to VoIP protocols. 50% to provide a bolt on service for tenants who require more broadband width.

## Scope

* 1. The Supplier is expected to provide programme changes for any new tenant set up within the required time period and for existing tenant set ups at the premises. The Supplier will also be responsible for telephone support for all issues relating to equipment, software and hardware, providing on-site assistance for issues with any equipment, which cannot be rectified remotely.
  2. The Supplier will undertake proactive support visits, for general housekeeping and prevention of problems with equipment and be responsible for adhering to the guidelines in this Specification, for any service calls (Critical, Major and/or Minor categories) and shall at all times adhere to specified time frames.

## Business Continuity and Disaster Recovery

* 1. No more than thirty (30) Working Days prior to the Contract Start Date, the Supplier shall prepare and deliver to the Council, for Approval, a plan, which shall detail the processes and arrangements that the Supplier shall follow to:
     1. ensure continuity of the business processes and operations supported by the Services, 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 Business Continuity and Disaster Recovery Plan (and shall inform the Council promptly of this).

## Statement of Requirements

* 1. **The Equipment**
     1. Data equipment to be covered includes the Network Active Equipment, included in Table A, below

**Table A**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Location** | **Serial** | **IT Responsibilities** |
| Cisco Router (Spitfire Managed) | Comms Room A |  | Top level checks and initial diagnostics - escalations to third party ISP (Spitfire). |
| SonicWall NSA 3600 | Comms Room A | C0EAE4ECFD4A | Configuration Changes, Monitoring, Management |
| HP Outside Switch | Comms Room A | Full detail in table below | Configuration Changes, Monitoring, Management |
| HP Inside Switch #1 | Comms Room A | Full detail in table below | Configuration Changes, Monitoring, Management |
| Geist Environmental Monitor + associated sensors | Comms Room A | TB16050961 | Configuration Changes, Monitoring, Management |
| Vertiv Environmental Monitor  (Plant Room) + associated sensors | Comms Room A | TB19081337 | Configuration Changes, Monitoring, Management |
| Ubiquiti Access Point | First Floor Meeting Room |  | Configuration Changes, Monitoring, Management |
| Ubiquiti Access Point | First Floor Co-Working Office |  | Configuration Changes, Monitoring, Management |
| Ubiquiti Access Point | Ground Floor Meeting Room |  | Configuration Changes, Monitoring, Management |
| Ubiquiti Access Point | Ground Floor Reception Area |  | Configuration Changes, Monitoring, Management |
| Ubiquiti Switch | Comms Room A |  | Configuration Changes, Monitoring, Management |
| Ubiquiti Controller | Comms Room A |  | Configuration Changes, Monitoring, Management |
| UPS | Comms Room A |  | Top level checks and initial diagnostics - escalations to third party UPS company |
| Mitel Phone System | Comms Room A |  | Configuration Changes, Monitoring, Management |
| HP Inside Switch #2 | Comms Room B | Full detail in table below | Configuration Changes, Monitoring, Management |
| Geist Environmental Monitor + associated sensors | Comms Room B | TB16050960 | Configuration Changes, Monitoring, Management |
| APC UPS | Comms Room B |  | Top level checks and initial diagnostics - escalations to third party UPS company. Implementation of bypass commando power in event of failure. |

**HP Switch Detail:**

|  |  |
| --- | --- |
| **Description** | **Serial No.** |
| ProCurve Switch 5412zl intelligent edge | SG022SV2F |
| PROCURVE SWITCH ZL 20 GIG-T PROCURVE SWITCH ZL 20 GIG-T | SG019AU066 |
| PROCURVE GIGABIT-SX-LC PROCURVE GIGABIT-SX-LC | MY008VM58J |
| PROCURVE GIGABIT-SX-LC PROCURVE GIGABIT-SX-LC | MY008VM7CW |
| HP 24-port Gig-T PoE+ v2 zl Module | SG4047R2HS |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG951AT1NL |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG951AT2F9 |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG951AT17S |
| HP 24-port Gig-T PoE+ v2 zl Module | SG4047R2DC |
| HP 24-port Gig-T PoE+ v2 zl Module | SG3377R01Y |
| HP 24-port Gig-T PoE+ v2 zl Module | SG3357R036 |
| PROCURVE SWITCH 5406ZL PROCURVE SWITCH 5406ZL | SG3BDXT1 |
| PROCURVE SWITCH ZL 20 GIG-T PROCURVE SWITCH ZL 20 GIG-T | SG019AU02W |
| PROCURVE GIGABIT-SX-LC PROCURVE GIGABIT-SX-LC | CN335DN3LH |
| ProCurve Switch 5412zl intelligent edge | SG029SV31 |
| PROCURVE SWITCH ZL 20 GIG-T PROCURVE SWITCH ZL 20 GIG-T | SG019AU041 |
| PROCURVE GIGABIT-SX-LC PROCURVE GIGABIT-SX-LC | MY008VM79T |
| PROCURVE GIGABIT-SX-LC PROCURVE GIGABIT-SX-LC | MY008VM79Q |
| PROCURVE SWITCH ZL 20 GIG-T PROCURVE SWITCH ZL 20 GIG-T | SG019AU08G |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG951AT0GZ |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG946AT011 |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG951AT28S |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG028AT1PL |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG021AT13P |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG021AT0YR |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG021AT13F |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG021AT12P |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG028AT1LJ |
| PROCURVE GIGABIT-SX-LC PROCURVE GIGABIT-SX-LC | WX2011713251 |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG028AT0MC |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 | SG028AT1H0 |
| ProCurve Switch 5412zl intelligent edge | SG022SV2F2 |
| PROCURVE SWITCH 5406ZL PROCURVE SWITCH 5406ZL | SG3BDXT1L |
| ProCurve Switch 5412zl intelligent edge | SG029SV311 |
| ProCurve Switch 5412zl intelligent edge | SG022SV2F0 |
| PROCURVE SWITCH 5406ZL PROCURVE SWITCH 5406ZL | SG3BDXT1LF |
| ProCurve Switch 5412zl intelligent edge | SG029SV313 |
| PROCURVE SWITCH ZL2410/100/1000 PROCURVE SWITCH ZL2410/100/1000 |  |

* 1. **The Service**
     1. The Contractor shall provide:

Programme changes for implementing new tenant set ups at the premises;

Programme changes to existing tenant set ups at the premises;

Access to telephone support for all problems relating to the equipment;

Access to remote support for all problems relating to the equipment;

Onsite assistance for problems with the equipment that cannot be rectified over the telephone;

Proactive support visits for prevention of problems with the equipment;

Bi-Monthly Housekeeping to communications rooms

* + 1. The contractor shall provide the services within the following timeframes, as detailed in Table B:

**Table B**

| **Category** | **NOC Helpdesk (1LS)** | **Remote Technical Support (2LS)** | | **On-Site Technical Support** | | **Maintenance Spares** | |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Cover** | **Cover** | **Response** | **Cover** | **Response** | **Cover** | **Response** |
| Critical | 24/7/365 | 24/7/365 | 2 Hour | 24/7/365 | 4 Hour | 24/7/365 | 4 Hour |
| Major | 24/7/365 | 24/7/365 | 2 Hour | 24/7/365 | 4 Hour | 24/7/365 | 4 Hour |
| Minor | 24/7/365 | 24/7/365 | 4 Hour | 24/7/365 | 8 Hour | 24/7/365 | 8 Hour |
| New tenant moves, additions & changes | 09:00 to 17:00 Monday to Friday | 09:00 to 17:00 Monday to Friday | Within 5 working days | 09:00 to 17:00 Monday to Friday | Within 5 working days | 09:00 to 17:00 Monday to Friday | Within 5 working days |

**Table C**

| **Fault Classification** | |
| --- | --- |
| Critical | Business effecting, mission critical fault – preventing business operations |
| Major | Partial system failure, not business critical but having an effect on normal service levels |
| Minor | Limited effect on day-to-day operations with minimal disruption, where a workaround is available |

* 1. The Council may contact the Supplier at any time to advise of a fault. For clarification, this **is not** subject to the client notifying the contractor of the fault only within office hours.

## Performance Monitoring and Review/Project Management

* 1. The Supplier shall at all times provide the Service to meet or exceed any Performance Measure for the Service.
  2. The Supplier shall cooperate in good faith with the Council to develop relevant performance measures for this Contract.
  3. The metrics that are to be implemented to measure performance shall be developed and agreed between the Council and the Supplier. Such metrics shall be incorporated into the list of Performance Measures set out in the Contract.
  4. The ongoing progress and development of performance measures shall be reported through regular meetings, which will take place at least monthly.
  5. Management Information Reports must be completed (even where there are no transactions to report) and returned to the Council by the Reporting Date every Month during the contract term and thereafter, until all transactions relating to the Service have permanently ceased.
  6. The Management Information Report should report (among other things) on performance measures during the Month to which they relate, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's Management Information Report and not September's.
  7. If the Supplier discovers any errors in any reported Management Information, it will inform the Council and provide corrections in the next Management Information Report.
  8. The Supplier agrees to attend meetings with the Council in person to discuss the circumstances of any Service Level Failure(s) at the request of the Council. If the Council requests such a meeting, the Supplier shall propose and document measures to ensure that any Service Level Failures are rectified and do not occur in the future.
  9. The Supplier acknowledges that any Service Level Failure shall entitle the Council to the rights set out in this Section including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Council as a result of the Supplier’s Service Level Failure.
  10. The Supplier shall send Performance Monitoring Reports to the Council detailing the level of service which was achieved in accordance with the requirements of this Specification.
  11. A Service Credit shall be the Council’s exclusive financial remedy for a Service Level Failure except where:
      1. the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
      2. the Service Level Failure:

1. exceeds the relevant Service Level Threshold;
2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
3. results in the corruption or loss of any Government Data; and/or
4. results in the Council being required to make a compensation payment to one or more third parties; and/or
   * 1. the Council is otherwise entitled to or does terminate its Contract with the Supplier.
   1. Not more than once in each Contract Year, the Council may, on giving the Supplier at least three (3) Months’ notice, change the weighting of a Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
      1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
      2. the principal purpose of the change is to reflect changes in the Council's business requirements and/or priorities or to reflect changing industry standards; and
      3. there is no change to the Service Credit Cap.

*.*

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

As a data controller, we are committed to upholding the principles of UK GDPR and the Data Protection Act 2018 (UK Data Protection Legislation) to ensure:

* that any processing is lawful, fair, transparent and necessary for a specific purpose;
* that data is kept accurate, up to date and removed when no longer necessary;
* that data is kept securely and safely; and
* transparency regarding use of personal (including special category) data.

The data controller has overall control of the personal data that it holds. The data controller is responsible for ensuring that its data processors are competent to process personal data in line with UK GDPR requirements. Under Article 28(1) data controllers are only permitted to use data processors that can provide “sufficient guarantees” to implement appropriate technical and organisational measures, to ensure the processing complies with the UK GDPR and protects the rights of individuals.

There have been no data protection implications identified for the initial provision of this service.

If, at any stage following the commencement of services the supplier requires access to personal data held by the data controller; the data controller will ensure that the appropriate provisions are put in place and documented, to allow the processing to be undertaken in accordance with UK Data Protection Legislation.

In this event, in accordance with Article 28 UK GDPR, the supplier as a ‘data processor’ must adhere to the following provisions:

* 28 (3)(a) only process personal data in line with the data controller’s documented instructions (including when making an international transfer of personal data), unless it is required to do otherwise by UK law.
* 28(3)(b) the data processor and its personnel must obtain a commitment of confidentiality from anyone it allows to process the personal data, unless that person is already under such a duty by statute.
* 28(3)(c) the data processor is obligated to take all security measures necessary to meet the requirements of Article 32 on the security of processing.
* 28(3)(d) the data processor should not engage another processor (a sub-processor) without the controller’s prior specific or general written authorisation. Where authorisation is received, the sub-processor must offer an equivalent level of protection for the personal data.
* 28(3)(e) the data processor must take “appropriate technical and organisational measures” to help the data controller respond to requests from individuals to exercise their data rights.
* 28(3)(f) considering the nature of the processing and the information available, the data processor must assist the data controller in meeting its obligations to investigate and report data breaches to the ICO and data subjects, where applicable.
* 28(3)(g) upon termination of services, the data processor must delete existing copies of the personal data and confirm in writing to the data controller that it has done so, unless UK law requires it to be stored. Deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32.
* 28(3)(h) the data processor must provide the data controller with all the information that is needed to show that the obligations of Article 28 have been met; and allow for, and contribute to, audits and inspections carried out by the data controller, or by an auditor appointed by the data controller.
  + The Potential Supplier shall comply with any further written instructions with respect to processing by the Council.

## Appendixes and/or Annexes

| **No.** | **Document Name** | **Document Location** |
| --- | --- | --- |
|  | N/A | N/A |
|  | N/A | N/A |

# 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 £10,000,000  *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 £10,000,000 | | | | Choose an item. | |
| 3.3. | Professional Indemnity Insurance at no less than £1,000,000 | | | | Choose an item. | |
| 3.4. | Product Liability Insurance at no less than £5,000,000 | | | | 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. | | | | | |

| **Key Personnel** | | | | |
| --- | --- | --- | --- | --- |
| **Question 7:** | **Scoring Methodology:** | 5% | **Word Limit:** | 250 words |
| Please provide details of the key personnel, who will be managing and providing this Contract, please include the following (a-e). Please also confirm whether it is your intention to provide a dedicated engineer, specifically assigned to the Corby Enterprise Centre contract:   * 1. Name;   2. A brief overview;   3. Relevant skills;   4. Qualifications and   5. Experience on contracts similar to this one.   Do you intend to provide a dedicated engineer, specifically assigned to the Corby Enterprise Centre contract? | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

| **Quality** | | | | |
| --- | --- | --- | --- | --- |
| **Question 8:** | **Scoring Methodology:** | 5% | **Word Limit:** | 300 words |
| Please provide an overview of how you will meet the quality requirements of your proposal, taking account of the details set out in the specification. This may include:   1. Expected outputs (services offered, products sold or given away, and facilities provided. They are what are ‘put out’ as a result of any activity). 2. Expected outcomes (the changes, benefits, learning or other effects that happen as a result of what the project or organisation offers or provides). 3. Project or service risk 4. Project or service benefits 5. Summary of how these goods or services meet the Council’s requirements | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

| **Quality** | | | | |
| --- | --- | --- | --- | --- |
| **Question 9:** | **Scoring Methodology:** | 3% | **Word Limit:** | 200 words |
| Please explain how you manage quality within your organisation referencing your delivery of this contract and provide details of any formal or certificated quality management systems you have in place. | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

| **Service Provision** | | | | |
| --- | --- | --- | --- | --- |
| **Question 10:** | **Scoring Methodology:** | 8% | **Word Limit:** | 250 words |
| How would you ensure the Corby Enterprise centre’s Committed Data Rate (CDR) does not increase above the sustained rate set by the Internet Service Provider? | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |
| **Service Provision** | | | | |
| **Question 10:** | **Scoring Methodology:** | 8% | **Word Limit:** | 250 words |
| How would you ensure the Corby Enterprise centre’s Committed Data Rate (CDR) does not increase above the sustained Burst rate set by the Internet Service Provider? | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

| **Service Provision** | | | | |
| --- | --- | --- | --- | --- |
| **Question 11:** | **Scoring Methodology:** | 5% | **Word Limit:** | 250 words |
| Please detail your experience of working with the Mitel Telephone system | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |
| **Service Provision** | | | | |
| **Question 12:** | **Scoring Methodology:** | 3% | **Word Limit:** | 250 words |
| Please explain the process for responding to and managing requests for work under this contract. | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |
| **Added Value** | | | | |
| **Question 13:** | **Scoring Methodology:** | 3% | **Word Limit:** | 200 words |
| Please describe what added value you can bring to this contract. | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

# 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 £24,500
  2. Please complete the Pricing Schedule at Table E, below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.

* 1. Please complete the Detailed Price Breakdown at Table F, below and include the itemised cost under each heading, as appropriate and any additional costs.
  2. All prices quoted must exclude VAT.
  3. 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.
  4. 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.
  5. 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 **E**, below. This example is based on a 100% price weighting, where the lowest complaint price is £100,000.

**Table E**

| **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 E**

| **Pricing Schedule** | | |
| --- | --- | --- |
|  | **A completed copy of this Pricing Schedule spreadsheet must be included with your RFQ Response.** | |
|  | Service Cost | £Click to enter text. |
|  | Installation | £Click to enter text. |
|  | Annual Licence Cost (whole contract term) | £Click to enter text. |
|  | Annual Maintenance Cost (whole contract term) | £Click to enter text. |
|  | Contract Fee (whole contract term) | £Click to enter text. |
|  | Additional Costs not otherwise specified | £Click to enter text. |

**Table F**

| **Detailed Price Breakdown** | | | |
| --- | --- | --- | --- |
| **A.** | **Service Costs** | | |
|  | **Item** | **Quantity (Units)** | **Cost** |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | **Sub-Total** | | **£Click to enter text.** |
| **B.** | **Installation** | | |
|  | **Item** | **Quantity (Units)** | **Cost** |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | **Sub-Total** | | **£Click to enter text.** |
| **C.** | **Annual Licence Cost (whole contract term)** | | |
|  | **Item** | **Quantity (Units)** | **Cost** |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | **Sub-Total** | | **£Click to enter text.** |
| **D.** | **Annual Maintenance Cost (whole contract term)** | | |
|  | **Item** | **Quantity (Units)** | **Cost** |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | **Sub-Total** | | **£Click to enter text.** |
| **E.** | **Contract Fee (whole contract term)** | | |
|  | **Item** | **Quantity (Units)** | **Cost** |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | **Sub-Total** | | **£** |
| **F.** | **Additional Costs not otherwise specified** | | |
|  | **Item** | **Quantity (Units)** | **Cost** |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | Click to enter text. | Click to type. | £Click to enter text. |
|  | **Sub-Total** | | **£Click to enter text.** |
| **G.** | **Total Cost (A+B+C+D+E+F)** | | **£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. |
|  | 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

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
   1. I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so;
   2. to the best of my knowledge, the information provided is complete and accurate;
   3. the price in Section 4 is our best offer;
   4. no collusion with other organisations has taken place in order to fix the price;
   5. that there is no conflict of interest in relation to the Council’s requirement;
   6. the requirement be subjected to the terms and conditions set out in Conditions of Contract identified at Appendix 1;
   7. 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
   8. 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.

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

## Appendix 1: Conditions of Contract

1. The Council’s standard terms and conditions for procurements **below £25,000** can be found by clicking on the following link:
   1. https://www.northnorthants.gov.uk/finance/conditions-contract-purchase-orders-below-ps25000
   2. Special Conditions relevant to this Quotation are detailed in the box below

|  |
| --- |
|  |