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| **REQUEST FOR QUOTATION** |

**for:**

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| **Guidance notes and policy statement for local authority officers setting out health and safety considerations in relation to the siting of telecoms apparatus.** |

Document RFQ/Q

**SUPPLIER GUIDANCE**

**THIS DOCUMENT** is issued for the purposes of securing competitive quotations for the goods, services or works set out in the SPECIFICATION section below.

The goods, services or works shall be supplied on the basis of the Terms and Conditions (T&Cs) set out in Appendix 1 to this Request for Quotation. Acceptance of the Quotation shall be on the basis of these T&Cs and this shall be confirmed by the issue of a Letter of Acceptance and a Purchase Order in line with the quoted sum.

Your quotation should be completed using the QUOTATION sections at the end of this document. This complete document must then be signed and returned, *via a return e-mail*, to the named Client/Buyer who issued the RFQ.

Your quotation should be returned to arrive no later than:

**12.00 noon on** Thursday 9 February 2023.

***Please note that late submissions cannot be accepted.***

Any enquiries relating to this quotation, the requirements or the process should be sent to the issuing client via return e-mail. Responses to enquiries will not be provided by telephone. Responses will be shared with all bidders where relevant to the submission.

The Quotation will confirm the maximum price to be paid for the services, ~~or~~ goods or works as specified. The price quoted must be ex-VAT. VAT should then be added to the Invoice as appropriate upon completion of delivery.

**SPECIFICATION** of the required servicesis as follows:

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| The [West London Alliance](https://wla.london/) (WLA) is a local authority partnership for the seven West London boroughs (Barnet, Brent, Ealing, Hammersmith & Fulham, Harrow, Hillingdon and Hounslow). The WLA is committed to an enduring programme of collaboration and innovation to improve outcomes for the West London sub-region. We deliver initiatives through working across borough boundaries focussing on the priority areas of [Economy & Skills](https://wla.london/our-programmes/economy-skills/) and [Social Care & Housing](https://wla.london/our-programmes/commissioning-alliance/).All seven boroughs are collaborating on the Expanding Opportunities for All programme which seeks to accelerate the deployment of future wireless network infrastructure in West London through making available public sector assets for the deployment of telecoms equipment, streamlining ways of working with Operators and addressing demand aggregation, digital exclusion and creating a better brand for wireless infrastructure amongst residents. An overview of the programme is in **Annex 1**. The range of Local Authority involvement to enable improvements to the nation's digital infrastructure is broad; from using Planning powers, to providing access to property and street assets and permitting highways works. In West London, local authorities are firmly behind this agenda. As part of commitment to ensuring residents and businesses benefit from excellent digital connectivity, the seven West London boroughs are making some of their street assets, buildings and land available to telecoms Operators to deploy telecoms equipment on. Guidance on the general safety of small cells, or other telecoms equipment is **not** our requirement; The boroughs work closely with Operators to ensure each asset is suitable for use. Operators are required to provide information on ICNIRP certification relating to each deployment and it is their responsibility to ensure the equipment they use is safe and meets legal requirements. The West London Alliance has engaged with the UK Health Security Agency and other experts in the field and provided general guidance on 5G and human health. We are seeking to commission a Subject Matter Expert to produce the following four deliverables:1. **A template public and operational ICNIRP Plan** for Operators to complete on a site-specific basis to accompany each request for use of a local authority asset. The template should prompt Operators to provide all the information the borough will need to assess ICNIRP compliance and the exclusion zone requirements this gives rise to. It should also set out drawing requirements.

The template must be able to support applications for the use of street assets; buildings and public land, so a tailored version of the template for each asset type is acceptable if this makes the requirements clearer than a generic template would. 1. **A completed sample template for each of the asset types** (street assets; buildings and public land) to illustrate good practice to Operators in terms of the information they are required to provide and to local authority officers in terms of what to look for.
2. **A version of the template that includes guidance notes to support local authority staff** responsible for approving requests from Operators to deploy equipment on local authority assets. Many of these staff, but not all, will be working within Highways and Property teams. The guidance should set out who in a local authority should be involved in discussions and take decisions. Local Planning Authorities consider telecoms applications against specific Planning criteria and therefore, this guidance is not designed to cover Planning criteria.

The guidance should set out factors to be considered to ensure the safe siting of telecoms equipment in relation to exclusion requirements. This will need to cover proximity to pedestrians and residents (the public and those working on or near the asset for any purpose, including for example making repairs to a streetlight with a small cell deployed on it, or to a roof with a telecoms mast); vehicles (stationary or moving under of near the asset); and buildings in the proximity of the asset. This is not an exhaustive list and we are looking for the guidance note to include any other relevant considerations. 1. **A generic policy statement** suitable for adoption by all seven West London boroughs and publishable. The policy statement should sets out the position on how the local authority ensure Operators deploying on their assets meet safety requirements in respect of ICNIRP, and how exclusion zones are enforced. This statement should set out clearly the responsibilities of the Operators and the local authority.

The local authority assets in question are primarily street lighting, local authority owned buildings, both commercial and residential and public land. However, the guidance should also be applicable to the follow asset types: Traffic lights, signposts and CCTV columns.The documents must be accessible and clear to a non-specialist audience. They should include images, a glossary of technical terms, and use clear language throughout. The template should be in a format that allows it to be edited by Operators. Drafts of the documents should be shared with local authority staff and Operators for their feedback. The WLA will provide contact details. The final version of the documents should be delivered within five weeks of contract award. The guidance note will be the property of the London Borough of Ealing who will be able to publish and share it as it chooses. Payment will be on Ealing’s acceptance of the outputs.  |

**INSURANCES**

The company submitting the Quotation must carry the following levels of insurance cover as a minimum. Proof of cover will be required before a start can be made on any contract:

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| Employer’s Liability | £10 million |
| Public Liability | £5million |
| Professional Indemnity | £2million |
| Product Liability | £2million |

**EVALUATION OF QUOTATIONS** will be on the basis of determining the Most Economically Advantageous Offer – a combination of Price and Quality.

Price and quality will each be allocated a part (the ‘weighting’) of the 100% total score available for this exercise.

**THE QUALITY: PRICE WEIGHTING** for this quotation exercise is:

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| --- | --- | --- | --- |
| Quality | 40% | Price | 60% |

**EVALUATION OF QUALITY SUBMISSIONS** will be undertaken using the following methodology:

* Quality bids will be assessed by scoring bidders’ responses to the quality questions provided in the QUALITY SUBMISSION SECTION below.
* Each question will itself have a proportion of the total quality weighting, reflecting its priority within the quality model.
* If a question is divided up into parts, each part will also have its own (sub) weighting as part of the whole-question score.
* Each question or part of a question will be scored out of five points using the following evaluation criteria:

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| **Score** | **Description** |
| 0 | Completely fails to meet required standard or does not provide a proposal. |
| 1 | Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals. |
| 2 | Proposal falls short of achieving expected standard in a number of identifiable respects. |
| 3 | Proposal meets the required standard in most material respects, but is lacking or inconsistent in others. |
| 4 | Proposal meets the required standard in all material respects. |
| 5 | Proposal meets the required standard in all material respects and exceeds some or all of the major requirements. |

* Quality submissions will be evaluated by an evaluation panel comprising a minimum of two suitably qualified persons.
* Each evaluator will individually assess the bids and a moderation meeting will be held to arrive at a final score for each question on which the whole panel agrees.
* Each question or part question will then be allotted its weighted percentage score using the following formula:

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| % Score for Question = Score out of 5 x Question Weighting % 5 |

* All question scores will be added to arrive at the total percentage score for quality.

**EVALUATION OF PRICE** will be undertaken using the following formula:

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| Price Score Bid A = Price of Lowest Bid x Price Weighting Price of Bid A |

If multiple prices are required, each individual price element will be evaluated using the same formula and the weighted scores will be added to determine the overall price score.

**TOTAL BID SCORE** will be the sum of the quality and price scores.

**BIDDERS SHOULD SUBMIT** their quotations using the QUOTATION SUBMISSION SECTION*located below.* Quotations must be submitted as this whole document attached to an e-mail addressed to the client that issued this RFQ.

Quotations must arrive no later than the stated deadline. Late submissions cannot be accepted.

Bidders will be notified of the outcome of this exercise, in writing, at the earliest opportunity.

**THE COUNCIL RESERVES THE RIGHT TO:**

* 1. Not accept the lowest – or any – quotation received as part of this exercise.
	2. Amend the requirements or other content of this RFQ but undertakes to give bidders adequate notice of any changes and time to accommodate any impact these changes may have on their quote.

**CONDITIONS FOR SUBMITTING A QUOTATION**

* + - * 1. All requirements of this brief, including and especially these conditions, must be complied with.
				2. The Bidder understands that the Council will not accept any claims for costs associated with preparing and submitting a quotation, even if the exercise is cancelled or a quotation is not accepted.
				3. The Bidder confirms that there has been no collusion with either the Council as a body, Councillors or other bidders in compiling and submitting this quotation.
				4. All employees working on any contract that arises from this quotation must be paid, as a minimum, the Real Living Wage.
				5. There will be no transgression of the Modern Slavery Act 2015 on any contract that arises from this quotation.
				6. The Bidder must have the required levels of insurance as listed in the following section and will provide certificated proof of this insurance if they successful in their bid.
				7. The quotation, in both the price and quality elements, must take into account the Council’s environmental targets and provide for minimising the environmental impact of delivering the required service.
				8. The Terms and Conditions as defined in Appendix 1 are accepted.

**THE QUOTATION SUBMISSION SECTION** follows…

**QUOTATION SUBMISSION SECTION**

**QUOTATION: QUALITY QUESTIONS** are provided in this section.

* Responses to these Quality Questions should be entered in the Response field that accompanies each question.
* Individual question weightings and word limits are provided.
* Any text over and above a stipulated word limit will be disregarded
* Attachments should not be submitted unless specifically requested or allowed. All attachments must be clearly titled and referenced in the response. Attachments must not be used to increase the word count.

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| **No** | **Question** | **Weighting****%** | **Word Limit** |
| 1 | Set out the approach to be taken to the delivery of the outputs listed in Table 1 ‘Required Outputs’ in the specification. Please also provide any examples of similar work you have produced.  | 50 | 1,000 |
| *Response:* |
|  |
| 2 | Provide details of key personnel who would be involved in the project and relevant experience and qualifications. | 25 | 250 |
| *Response:* |
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| 3 | Set out a proposed timetable for delivering the project and its outputs with clear milestones | 25 | 250 |
| *Response:* |
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**QUOTATION: PRICE SUBMISSION** must be ex-VAT, which should be added as appropriate at time of invoice.

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| We confirm our price for delivering the services specified and in the manner confirmed in the quality statements above: | £ |

**ADDITIONAL INFORMATION REQUIRED FROM THE BIDDER:**

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| **None** |

**THIS STATEMENT BY THE BIDDER** must be completed toconfirm the bid. E-signatures or written signatures must be used either by electronic signature or a scanned original signed by hand in ink. Typed signatures will not be accepted. Accordingly, this quotation document may be submitted in *Word* or *pdf* format.

**Statement by the Bidder:**

We, the Supplier, accept the Terms and Conditions stated in Appendix 1. We confirm our offer as being firm and final and in compliance with all requirements as detailed in the Specification and the Request for Quotation.

|  |  |
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| Name: | *[Type/print]* |
| Signature: | *[Sign or e-signature]*  |
| Position: |  |
| Name of Company: |  |
| Date: |  |



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| **REQUEST FOR QUOTATION****APPENDIX 1****TERMS AND CONDITIONS OF SUPPLY** |

**These Terms and Conditions** apply to the provision of any service (including works and supplies services) secured through the Request for Quotation process exercised by the London Borough of Ealing.

The Supplier’s offer will be made through the submission of a quotation and the Contract will be entered into through the issue of a Letter of Acceptance by the London Borough of Ealing and countersigned by the Supplier.

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**Terms and Conditions**

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| **1** |  | **This Contract** |
| 1.1 |  | This is a Contract between the London Borough of Ealing (herein after referred to as the Client) and the successful Supplier for the provision of works, services or supplies (hereafter referred to as services) as described in the Specification section of the Request for Quotation (RFQ) document. |
| 1.2 |  | The Supplier’s quotation (the offer) provides for all services as described in the Specification and the Client’s Letter of Acceptance countersigned by the Supplier completes the Contract.  |
| 1.3 |  | In the event of any dispute, the Specification takes precedence over the Supplier’s offer and these terms and conditions of Contract take precedence over both. |
| 1.4 |  | The Supplier’s offer must include for all costs associated with delivering the specified services and no additional costs or charges shall be entertained by the Client. |
| 1.5 |  | Further to Paragraph 1.4, where the Supplier feels they have grounds to levy additional charges (for example, additional Client requirements or unforeseen or increased material costs), negotiations may take place to agree these changes and the additional costs. No such additional expenditure shall be undertaken until the extra costs have been agreed by both parties in writing. |
| 1.6 |  | This Contract shall commence from the date of receipt by the Client of the countersigned Letter of Acceptance from the Supplier or on any other specific date as stated within the Letter of Acceptance. |
| 1.7 |   | The Contract term shall be for the period or periods of months and ending on the date as set out in the Letter of Acceptance and shall terminate automatically thereafter unless the Contract is terminated sooner in accordance with Clauses 2.8 and 2.9 of these contract terms and conditions.  |
| 1.8 |  | The provision of the required services must be delivered by the Supplier who submitted the quotation. This Contract may not be transferred by the Supplier to any other party. Sub-contracting by the Supplier may be exercised either:1. Where the Specification provides for it; or
2. By specific agreement with the Client in writing.
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| 1.9 |  | In the event of sub-contractors being used to provide all or part of the services, the Supplier shall remain solely responsible for the full and proper delivery of the service and these contract terms and conditions shall apply. |
| 1.10  |  | Either party may propose a change to the terms of this Contract or the Specification. Any such change must be agreed by, confirmed in writing and signed by both parties to this contract. |
| **2** |  | **Contract Management** |
| 2.1 |  | The Client shall have a named person (the Client Manager) who is responsible for managing the delivery of the required services. |
| 2.2 |  | The Supplier shall have a named person (the Contract Manager) who is responsible for the delivery of all services as specified and who shall act as main point of contact for the Client. |
| 2.3 |  | The Client shall be able to communicate with the Supplier at any time during normal office hours. Contact outside of normal office hours, if required for any reason, shall be by agreement or as laid down in the Specification. |
| 2.4 |  | Contract progress meetings shall be held as laid down in the Specification and/or as deemed necessary by either party. A request for a meeting by either party shall not be declined and a time and date agreed for that meeting to be at the earliest possible time.  |
| 2.5 |  | Under-performance by the Supplier shall be acted upon by the Client Manager verbally and in writing. Evidence of dates and instances of underperformance must be provided. |
| 2.6 |  | Under-performance by the Supplier must be addressed at a meeting and a Plan for Improvement agreed between the parties. The Plan for Improvement must incorporate *SMART* targets and be able to demonstrate the required level of performance is being met.  |
| 2.7 |  | Failure to meet the targets as set out in the Plan for Improvement will give grounds for the Client to terminate this Contract. |
| 2.8 |  | Contract termination may be exercised by the Client where the Supplier has:1. Acted fraudulently; or
2. Brought the Client into disrepute; or
3. Failed to achieve the targets in a Plan for Improvement; or
4. Acted in breach of the terms of this Contract or
5. Gone bankrupt or been put into Administration.
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| 2.9 |  | Where this Contract permits (see Paragraph 2.8) this Contract may be terminated by the Client with any notice in writing to the Supplier, at the discretion of the Client Manager (including immediate).  |
| 2.10 |  | In the event of termination, the Supplier shall – where circumstances permit - be paid any monies agreed as owed to them in line with the Client’s terms of payment. |
| 2.11 |  | Any monies owed to the Client upon termination or upon natural end of the Contract shall be redeemed by the Client through invoice. The right to levy administration charges in this instance are reserved. |
| 2.12 |  | Any dispute arising out of this Contract shall be referred for resolution as follows:1. First to an Executive Director of the Client and the Managing Director of the Supplier.
2. If the dispute cannot be resolved by those two persons within ten working days of referral, then the dispute shall be referred for resolution to a single expert or appropriate professional body, to be agreed upon by the Parties.
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| **3** |  | **Terms of Payment** |
| 3.1 |  | The Client’s standard terms of payment shall apply, namely: 30 days net on receipt of an agreed invoice.  |
| 3.2 |  | VAT shall be added at time of invoice as appropriate. |
| 3.3 |  | Payment shall be on terms as laid down in the Request for Quotation. |
| 3.4 |  | Where an invoice is disputed, payment of all agreed elements shall be made in line with Paragraph 3.1 and any elements open to question shall be discussed and agreed in writing. Disputed elements when agreed in writing shall be paid:1. On the basis of the original invoice; or
2. Through submission, by agreement, of a supplementary invoice; or
3. As an addition to any following invoice.

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| 3.5 |  | Any sum invoiced which requires alteration or cancellation shall be corrected through the issue of a credit note against the original invoice. |
| **4** |  | **Service Delivery** |
| 4.1 |  | The Supplier shall at all times maintain the required levels of insurance and advise the Client of policy renewals as they arise. |
| 4.2 |  | Any professional accreditations stipulated as a requirement for the delivery of the service shall be maintained and the Client advised of their renewals as they arise. |
| 4.3 |  | Any Quality Assurance processes or accreditations stipulated by the Client as a requirement for the delivery of the service shall be maintained by the Supplier throughout the duration of the Contract. |
| 4.4 |  | The requirements of all Health and Safety legislation must be complied with by the Supplier and all due care and attention must be paid to the well-being of staff and operatives whilst undertaking delivery of the required services. |
| 4.5 |  | All persons employed by the Supplier in the delivery of this Contract must be paid the Real Living Wage as a minimum. |
| 4.6 |  | The Supplier must provide the required services in line with:1. Equality Act 2010
2. Modern Slavery Act 2015
3. UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018
 |
| 4.7 |  | The Client’s policies in respect of each of the above are available and can be furnished upon request. |
| 4.8 |  | The Supplier must at all times endeavour to minimise their Carbon Footprint and minimise any other adverse environmental impact in the execution of this Contract.  |
| 4.9 |  | The Supplier must not offer or accept any gratuity or favour in kind in connection with or for any part of this Contract. |
| 4.104.114.12 |  | The Suppliershall indemnify and keep indemnified the Client against all liabilities, actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever arising directly from the breach by the Supplier of any of its obligations under this Contract.The Supplier’s total aggregate liability in respect of any Services carried out pursuant to this Contract, whether such liability arises out of, under or in connection with this Contract (including without limitation under any indemnity) and whether in contract, breach of statutory duty, in delict (including negligence) or otherwise, shall be limited to 125% of the Supplier’s fee for such services under this Contract.Notwithstanding any other provision of this Contract, save to the extent that the same cannot be excluded or limited by law, both Parties shall have no liability, whether arising under or in connection with this Contract or in tort (including negligence), strict liability, breach of statutory duty or otherwise for any (i) loss of profits, contracts, actual or anticipated savings, goodwill (including damage to goodwill), business, pure economic loss or (ii) indirect or consequential loss, in every case, howsoever arising and of whatsoever nature. |
| 4.13 |  | The Supplier acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the services provided shall belong to the Client, including any documents or other works prepared by the Supplier, its Staff and any substitutes and sub-Contractors.  |
| 4.14 |  | Any waste arising from the delivery of the ~~s~~ervices shall be disposed of in a manner that is legal, minimises environmental harm and maximises sustainability. |
| 4.15 |  | Consumables and equipment used to facilitate the delivery of the services must, so far as is possible, minimise environmental harm and maximise sustainability. |
| **5** |  | **Real Living Wage** |
| 5.1**6**6.1  |  | Without prejudice to any other provision of this Contract, the Supplier shall (and will ensure that its consultants, contractors and sub-contractors shall): use all reasonable endeavours to ensure that no employees engaged in the provision of the services is paid an hourly wage (or equivalent of an hourly wage) less than the Real Living Wage; use all reasonable endeavours to ensure that no employees engaged in the provision of the services is paid less than the amount to which they are entitled in their respective contracts of employment; and provide to the Greater London Authority (GLA) such information concerning the Real Living Wage as the GLA or its nominees may reasonably require from time to time.**Governing Law and Jurisdiction**This Contract shall be governed by and construed in accordance with English Law. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with the Contract |

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Bidders must not enter any information in the following section.

**APPROVAL TO AWARD**

***For Council use only.***

I confirm my approval to award the commission as detailed in this RFQ document to the supplier named within it at a cost up to the value of the quotation they have submitted.

Signed:

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| Signed: |  |
| Name: |  |
| Position: |  |
| Date: |  |

\*Please note: Signatures must be either be Council-approved e-signatures or by hand using a *.pdf* version*.*

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