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| **REQUEST FOR QUOTATION** |

**for:**

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| **WLA Outcomes Accelerator Project – Local authority business case for sharing asset data through a digital platform** |

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:

**1700 on 9th  December 2022**

***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 works as follows:

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| WLA is leading a project called the Outcomes Accelerator. This aim of this project is to make it easier to share data and information about the availability of assets in West London with wireless network operators to speed up deployments of 5G.  As part of this project, WLA is participating in a yearlong pilot (ending in March 2023), the Digital Connectivity Infrastructure Accelerator (DCIA) to support the implementation of digital asset management solutions for mapping and brokerage of publicly owned assets for the rollout of wireless communication networks.  The aim is to make transactions between public sector asset owners and telecommunications companies frictionless, lowering costs of site acquisition and accelerating the rollout of digital connectivity. This means residents and businesses will be able enjoy the benefits of new connectivity sooner including better healthcare, access to well paid jobs and safer, cleaner streets.  Business case information’s is becoming available so for the final stage of the work we require external support from this project to finalise business cases and business models for sharing data through a digital platform and make this available as guidance to other public bodies. The guidance note has been called in this project a blueprint. It will guide authorities in the rest of London to adopt the technology, ways of working and know how developed at WLA.  The project envisages using an external platform provider to store and share data that is viewed by both MNOs and Councils. The platform will allow site finding, the selection and a transaction to be made on individual assets. In addition, DCMS are keen to explore the role of a ‘convenor’ of public bodies which can work across sub regional and regional geographies to support new deployments working with the platform.  All projects in the DCIA programme are following the same technical specification and test cases with the following documents published by DCMS at the start of the programme launch.  [Digital Connectivity Infrastructure Accelerator (DCIA) - GOV.UK (www.gov.uk)](https://www.gov.uk/guidance/digital-connectivity-infrastructure-accelerator-dcia)  WLA Requirements  We are inviting written proposals which set out:  • The approach to be taken to the delivery of the outputs listed below  • A timetable for delivering phase one of the project in line with the requirements set out below  The budget for this project is up to £73,500 ex VAT |

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| **Tasks** | **Background** |
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| **Business Case** | The WLA project is testing and capturing benefits using a platform to share asset data between a group of boroughs (and other public asset owners) and mobile operators to enable accelerated deployment of telecoms infrastructure and use cases (digital energy, health and social care etc) by making it easier to find sites and bring them into use.  In parallel, the WLA Expanding Opportunities for All programme is putting in place Open Access Agreements in the boroughs to open access in a managed way for operators to deploy new infrastructure and create a West London investment opportunity for new networks and applications.  However, the platform alone cannot enact the changes to ways of working and culture to deliver an acceleration of deployment and adoption. Boroughs are keen to see an acceleration in deployments which create social value for residents and address net zero goals.  To achieve the goal of acceleration with social value, sustained investment into public sector ways of working is needed in areas such as governance, regulation, data, skills, planning, market engagement and digital strategy.  Roles can be filled at local authority level and through a convener of public bodies work with working collaboratively with telecoms operators, through a sub regional partnership or combined authority.  The requirement is to produce a business case for:   * Working with a digital platform to share asset data with telecoms operators and other 3rd parties to accelerate deployment. * A convenor of public bodies (such as sub regional partnerships in London) in driving accelerated deployments of telecoms infrastructure and use cases.   There is scope to explore in the business case other sectors and markets which could require this approach. Examples include accelerating market led deployments of EV charging and distributed energy resources.  The business case must also explain and quantify the potential benefits to telecoms operators in West London, drawing on data from the wider DCIA programme.  The business case (and business model) should include a spatial assessment of the problems we are solving in west London for digital inclusion and how it relates to quality and affordability of connectivity (there is a tool created by LOTI available here [Mapping Digital Exclusion with Data](https://loti.london/projects/cif-data/) – LOTI) and where capacity improvements will drive economic growth. It may be useful to develop a technology roadmap for connectivity in West London and include a spatial analysis of small cell and macro site viability and how it could change over time to inform where to prioritise activity.  WLA is interested in exploring the strategic case for a platform and convenor and how this approach has been successful elsewhere to unlock other opportunities for public sector in West London including:   * Using digital tools and platforms such as DCIA   Comparative evidence of successful platforms and tools such as RPA   * Deploy new lower cost private network and LPWAN models, such as Liverpool 5G   [Home - Liverpool5G](https://liverpool5g.org.uk/)   * Working collaboratively to deploy internet of things networks.   [InnOvaTe 'Internet of Things' Project - South London Partnership](http://southlondonpartnership.co.uk/infrastructure/digital/digital-innovate/)   * Investing into digital public goods and open public data infrastructures   [Digital Public Goods | Office of the Secretary-General's Envoy on Technology (un.org)](https://www.un.org/techenvoy/content/digital-public-goods)   * Deploying multi-function street infrastructure   Run large scale market testing and innovation trials  Other potential roles for the convenor:   * Providing shared resources to boroughs to support innovation, procurement, deployment and adoption of new place-based technology. * Obtain specialist financing (e.g., insurances) to lower the risk to service outcomes for deploying and trialling new technology at scale. * Govern data sharing through the platform for use cases and applications between public and private sector. * Dispute resolution * For innovation, engagement with regulators to create large scale sandbox in West London for innovation and ethical safeguards |
| **Define and secure buy in for sustainable business model options beyond grant funding** | The requirement to provide asset data and support infrastructure deployment is a long-term challenge which needs to be addressed.  A range of viable business models exist for data sharing between the public and private sector with some aspects of the convenor role.  A business model is required to sustain the DCIA project for the long term in London.  Key considerations include:   * The business model must deliver social value and create new tools for boroughs to generate and capture social value from the deployment of new infrastructure and use cases/applications. * The business model should take account of the role of local authorities and sub regional partnerships working collaboratively with the market through the convenor role and how this could be funded. * Establishing the Total Cost of Ownership is a key consideration and assessing funding options and revenue streams. * Local government procurement can be barrier to some technology business models and constrain options for commercialisation longer term and compromise value for money. * Explain opportunities for supporting local businesses and economic growth. * Explain how funding and implementing the proposed business model will directly boost the numbers of full fibre gigabit connections and/or mobile broadband connections to businesses and residents in West London |
| **Feasibility study for a convener of public bodies and support for the DCIA platform (Operating Model)** | As part of the business case a high-level feasibility study and costed operational model and plan is required setting how to sustain the DCIA project/platform and the convenor role. |
| **Innovation opportunity for transactions and new data infrastructures** | There is an innovation opportunity developing the transaction functionality in a digital platform.  The volume of asset transactions for infrastructure (e.g. small cell) deployment between the local authorities and telecoms companies are forecast to increase over time. Transactions will also grow rapidly for accessing data and assets required to for new use cases for example in transport and energy as more 5G applications are deployed into West London.  One way for councils to recover costs is though procuring R+D and owning/jointing owning the IP in this area to fund their involvement. |

**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 | £2 million |
| Public Liability | £2million |
| Professional Indemnity | £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 | 60% | Price | 40% |

**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 / Requirement** | **Weighting**  **%** | **Word Limit** |
| 1 | **Business Case for West London for a digital platform and public sector convenor role**  Business case documentation and supporting evidence and annexes, tailored for a range of audiences in local and regional government to cover –  **Strategic Case** for   * Working with a digital platform to share asset data with telecoms operators and other 3rd parties to accelerate deployment. * A convenor of public bodies (such as sub regional partnerships in London) in driving accelerated deployments of telecoms infrastructure and use cases.   **Economic case –** Benefits in our pilot project are being measured which will be inputs into the economic case. We would look to this team to provide business case inputs from the use of digital platforms elsewhere in the public sector.  **Financial case** (including a financial appraisal with assumptions and funding options, operating model and plan, drawn from the feasibility study)  **Commercial Case** (drawn from business models, procurement and innovation parts of this project)  **Management case** (drawn from the high level feasibility assessment).  Please provide detailed examples of where you have completed a similar task, the approach and outputs achieved. | 20% | 750 |
| *Response:* | | | |
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| 2 | **Blueprint for other places to deploy a digital platform to share asset data**  We expect the business case guidance note and blueprint to cover the following chapters (underlined chapters will be provided through this project):   * Asset Data Discovery and data standards - A technical guide for Local Authorities (this will draw on existing work underway at WLA) * Streamlining access to assets - role of standard contracts (this will draw on existing work underway at WLA) * Working with a Platform Provider - a technical guide and business case for Local Authorities (this will be drawn from this commission and supplier) An easy-to-read guidance note, or interactive web tool drawn from the 5 cases guidance for other local authorities and sub regional partnerships in London and nationally to use to take forward their own business cases for digital platforms and convener roles. This must include a referenced evidence base which can be easily accessed. Easy to use digital tools which boroughs can use to plug in their local data to quickly provide business case calculations to take forward their own projects. * The role of service design (process mapping) in unlocking investment into digital infrastructure (this will be drawn from existing work underway in WLA) * Business Models, procurement, and emerging technologies for sharing asset data through a digital platform (this will be drawn from this commission and supplier). * Best practice note - encouraging technology adoption across public/private ecosystems (this will be provided from this commission and supplier).   Please provide detailed examples of where you have completed a similar task, the approach and outputs achieved.  Please include any evidence of take up and use by the intended audience of the business case tools and guidance. | 10% | 750 |
| *Response:* | | | |
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| 3 | **Sustainable Business Model**  Analysis of existing sustainable business models for data sharing between government and private sector.  Develop and quantify business model options to sustain the DCIA project with recommendations and an action plan.  Develop new tools for boroughs to deploy to capture social value and environmental benefits from new wireless infrastructure and use cases  Assess suitability of business models to DCIA and borough objectives: viability (cost neutral or revenue generating outside of Electronic Communications Code). Assess against regulation, security, and information governance. Ability to capture social value.  Business model options (canvas) quantified.  Recommendations and detailed action plan paper to implement business model.  Provide procurement advice note for procuring innovation and IP to ensure future business models can be deployed.  Commercial advice note on contracting, security and data governance for long term adoption of a platform or new public data infrastructure.  Please provide examples of where you have done this.  Please set out your approach to working with stakeholders in public and private sector to create a new business model | 30% | 750 |
| *Response:* | | | |
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| **4** | Using evidence developed in the WLA, complete a high-level feasibility assessment and define an operating model and plan for supporting a digital platform and/or a convener which sits between groups of public sector asset owners and digital/telecoms companies in the private sector who require access to publicly held assets.  Key considerations for the high level feasibility assessment include finance sources, revenue streams, regulatory frameworks, governance and ownerships of digital and physical assets, policy acceptability and any relevant legislation.  Please provide detailed examples of where you have completed a similar task, the approach and outputs achieved. | 20% | 750 |
| *Response:* | | | |
| 5 | Innovation Opportunity   * + Define the potential innovation challenge using evidence created in WLA (business model for data sharing for future telecoms infrastructure and use cases/applications) and quantify the market opportunity.   + Complete a market analysis of existing solutions and their applicability /market analysis of platform providers current capabilities for transactions and use cases and market readiness.   + Review emerging data infrastructure technologies to see if better solutions are likely to be available in the short-med term overcoming security, governance, procurement issues hindering more attractive business models for data sharing.   + Provide guidance on the procurement route for local authorities to buy an R+D contract to address this innovation challenge and secure IP ownership and future income streams for example through licencing.   + A specification that can be used in an innovation procurement or for future funding bids to procure different types of data infrastructure.   Please provide detailed examples of where you have completed a similar task, the approach and outputs achieved. | 20% | 750 |
| *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 as specified and in the manner confirmed in the quality statements above: | £ |

**ADDITIONAL INFORMATION REQUIRED FROM THE BIDDER:**

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| **Recent Accounts (within last 2 months)** |
| **Confirmation of base in the UK** |
| **Number of staff employed** |

**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: |  |

Logo, company name

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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. |
| 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. |

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| **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. |
| 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. |
| **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. |
| 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. |
| 4.10  4.11  4.12 |  | 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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