

**Request for Quotation**

**NNC – Battery operated Equipment**

Contents

[Section 1: Introduction 5](#_Toc114238158)

[1. General Requirements 5](#_Toc114238159)

[2. Procurement Timetable 10](#_Toc114238160)

[3. Site Visits 11](#_Toc114238161)

[4. Clarification Questions 11](#_Toc114238162)

[5. Quotation Responses 11](#_Toc114238163)

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

[Section 2: Specification 13](#_Toc114238165)

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

[2. Scope 13](#_Toc114238167)

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

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

[5. Implementation Criteria 13](#_Toc114238170)

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

[7. Social Benefits 14](#_Toc114238172)

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

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

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

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

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

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

[Section 6: Declaration 39](#_Toc114238283)

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

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

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

# Section 1: Introduction

## General Requirements

* 1. North Northamptonshire Council (hereafter referred to as “The Council”) invites quotations for the provision of pedestrian operated battery powered grounds maintenance equipment as per The Council’s detailed requirements as defined in the specification at Appendix 2.
	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.
		1. The Council will facilitate the exchange of information from the current contract provider(s) with regard to TUPE but does so solely as facilitator and accepts no liability for any information provided. The Council does not warrant the accuracy, completeness or sufficiency of the information provided. Potential Suppliers are expected to carry out their own due diligence and verify the accuracy and adequateness of the information in the event of a TUPE transfer.
	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/will 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. Words submitted over this limit will not be evaluated.
		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 | Tuesday, 10 October 2023 |
|  | Deadline for Questions from Potential Suppliers | Tuesday, 24 October 2023 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers | Friday, 27 October 2023 |
|  | Deadline for Submission of Bids | 12:00pm on Friday, 10 November 2023 |
|  | Evaluation of Bids Received\* | Friday, 24 November 2023 |
|  | Contract Award\* | Friday, 1 December 2023 |
|  | Contract Start\* | Monday, 4 December 2023 |
|  | Contract End (EXCLUDING Extension Periods)\* | Sunday, 31 March 2024 |
|  | Contract End (INCLUDING Extension Periods)\* | Sunday, 31 March 2024 |

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

## Clarification Questions

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

**Table B**

|  |  |
| --- | --- |
| Name | Liam Faulkner |
| Job Title | Grounds Services Manager |
| E-Mail address | Liam.faulkner@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 | Liam Faulkner |
| Job Title | Grounds Services Manager |
| E-Mail address | Liam.faulkner@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. 100% Price**
1. Potential Suppliers must pass all pass/fail questions in Section 3: to be considered. Bids not meeting the minimum standards will be rejected. Price will make up 100% of the evaluation.

## Introduction and Background

The Council are seeking quotations to enable the switch to battery powered pedestrian equipment for the provision of grounds services across parks and open spaces. The project focuses on the reduction of petroleum and 2 stroke oil as a means of power, the reduction in HAVS, air and noise pollution.

## Scope

To provide adequate service to NNC parks and open space assets through the purchase of new equipment to replace aged stock using new technology.

## Statement of Requirements

Quotation is required for the following which must meet the detailed specification attached as appendix 1.

* 32 x Hand blower
* 22 x Hedge cutter
* 18 x long reach hedge cutter and pole saw
* 4 x pedestrian mower
* 3 x 18” saw
* 2 x cut off saw
* 18 x loop strimmer
* 12 x brush cutter
* 15 x charge cases
* 15 x rapid charge units
* 12 x 28 Ah battery and carrier with harness
* 120 x 12 Ah battery
* 10 x Back pack harness kits

## Implementation Criteria

Award is expected to be made on the 1st December 2023 with delivery expected to be made before 31st March 2024.

## Social Benefits

New equipment should conform with all relevant environmental legislation and aim to reduce the overall Carbon Footprint of NNC maintenance activities.

## 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.
	+ Any such further instructions shall be incorporated into the [Data Protection Schedule](https://nnugov.sharepoint.com/%3Aw%3A/r/sites/NNC-InfoGov/_layouts/15/Doc.aspx?sourcedoc=%7BED262AA3-E156-40EE-B1A5-C27ED03FA974%7D&file=NNC%20Data%20Processing%20Schedule.docx&action=default&mobileredirect=true)

## Appendixes and/or Annexes

*APPENDIX 1 KIT SPEC – NB POTENTIAL SUPPLIERS ARE REQUIRED TO MEET THIS SPEC AS A MINIMUM REQUIREMENT*

# 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/FailPotential 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 £5 million*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 £5 million | Choose an item. |
| 3.3. | Professional Indemnity Insurance at no less than £1 million | Choose an item. |
| 3.4. | Product Liability Insurance at no less than £1 million  | Choose an item. |

| **Requirements under Modern Slavery Act 2015** |
| --- |
| **Question 4:** | **Scoring Methodology:** | Pass/FailPotential 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/FailPotential 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. |
|  |

| Specification |
| --- |
| Question 7: | Scoring Methodology: | Pass/FailPotential Suppliers who answer ‘No’ will be eliminated from this procurement process. |  |  |
| 7.1. | has the specification of required equipment been met or exceeded? | Choose an item. |

| Maintenance and servicing |
| --- |
| Question 8: | Scoring Methodology: | Pass/FailPotential Suppliers will need to explain how they will meet the maintenance and servicing needs of the council. |  |  |
| 8.1. | HOw will potential suppliers ensure that servicable items are available, easily accessible and deliverable within 8 hours of reported breakdowns of equipment?(Maximum word count 750) | Choose an item. |

# Section 4: Pricing Sheet

## Pricing and Costs

* 1. A Potential Supplier’s RFQ Response may/will be rejected if it exceeds the capped budget for this procurement exercise, which is £110,000.
	2. Please complete the Pricing Schedule, below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.

* 1. Please add or remove rows to form the Price Breakdown table, as necessary.
	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:

$$=Price Weighting-\left(\frac{Your submitted price-lowest submitted price}{Your submitted price}\right)x 100$$

* + 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 |

# 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. |
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|  | 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