

**Request for Quotation**

Charlotte Place, Kettering:

Ball court upgrades and refurbishments

Contents

[Section 1: Introduction 3](#_Toc133496491)

[1. General Requirements 3](#_Toc133496492)

[2. Procurement Timetable 5](#_Toc133496493)

[3. Site Visits 6](#_Toc133496494)

[4. Clarification Questions 6](#_Toc133496496)

[5. Quotation Responses 6](#_Toc133496497)

[6. Evaluation of Quotations 7](#_Toc133496498)

[Section 2: Specification 8](#_Toc133496499)

[1. Introduction and Background 8](#_Toc133496500)

[2. Scope 9](#_Toc133496501)

[3. Statement of Requirements 10](#_Toc133496502)

[4. Implementation Criteria 11](#_Toc133496503)

[5. Project Management 11](#_Toc133496504)

[6. Social and Environmental Benefits 11](#_Toc133496505)

[7. Data Management / UK General Data Protection Regulation (UK GDPR) 11](#_Toc133496506)

[8. Appendixes and/or Annexes 13](#_Toc133496507)

[Section 3: Supporting Information 14](#_Toc133496508)

[Section 4: Pricing Sheet 19](#_Toc133496509)

[1. Pricing and Costs 19](#_Toc133496510)

[Section 5: Freedom of Information 20](#_Toc133496511)

[Section 6: Declaration 22](#_Toc133496512)

[Section 7: Due diligence 23](#_Toc133496513)

[Section 8: CONTRACT AWARD 24](#_Toc133496514)

# Section 1: Introduction

## General Requirements

* 1. North Northamptonshire Council (hereafter referred to as “The Council”) invites quotations for the provision of a new ball court area and lighting at Charlotte Place in Northamptonshire. We are seeking a design, supply, and installation solution for an attractive, natural looking, unique and fun play area with a high play value in the existing play area highlighted on the below map.
	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 180 days from the Deadline for Submission of Bids.
	8. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and locate within the question asked as this will be the single source of information on which responses will be scored and ranked.
	9. **Rights of the Council in Relation to the RFQ**
		1. The Council reserves the right to:
1. Waive or change the requirements of this RFQ at any time during the procurement process without prior (or any) notice being given by the Council;
2. Make changes to the timetable, structure or content of this RFQ or any other documents associated with this procurement process. Any such changes will be in accordance with the procurement timetable;
3. Abandon the procurement process at any stage without any liability to the Council, or to re-invite responses on the same or any alternative basis;
4. Choose not to award any contract as a result of this procurement process; and/or
5. Reject any RFQ Responses that are over budget without further evaluation of the response.
	1. Answer fully all relevant questions and respond in accordance with any specific requests as detailed in the question e.g., maximum word/page limits, etc.
		1. Where the Council has identified word limits, Potential Suppliers are strongly requested to adhere as closely to these as possible. Whilst it is not the Council’s intention to count the number of words a Potential Supplier uses in their responses, if the Council reasonably determines that a word limit has been exceeded, it may take that into account when awarding a score for that question; i.e.; words submitted over this limit may not be evaluated
		2. All words in any format (including but not limited to words in diagrams, pictures, maps, tables and charts) will count towards the word count. Potential Suppliers must state the number of words in any diagram, picture, map, table or chart directly underneath it. This includes any other method of presentation which is not just text. Potential Suppliers must not attempt to circumnavigate the word limit e.g., by joining up words or using special characters to join words. Words submitted over this limit may 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 | Monday, 8 July 2024 |
|  | Deadline for Questions from Potential Suppliers | 12:00 on Monday, 22 July 2024 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers\* | Wednesday, 24 July 2024 |
|  | Start of Site Visit period | Monday, 15 July 2024 |
|  | End of Site Visit period | Friday, 19 July 2024 |
|  | Deadline for Submission of Bids | 12:00 on Sunday, 18 August 2024 |
|  | Community Consultation of bids | Week beginning Monday 19th August |
|  | Evaluation of Bids Received and consultation stage\* | Friday, 23 August 2024 |
|  | Clarification Meeting\* | Friday, 30 August 2024 |
|  | Contract Award\* | Friday, 6 September 2024 |
|  | Contract Start\* | Monday, 9 September 2024 |
|  | Contract End | Friday, 28 February 2025 |

* 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. **Please note that the above is also dependent on a successful grant application**.
	2. Any RFQ received after the Deadline for Submission of Bids identified in Table **A**, may be rejected. Therefore, it is the Potential Supplier’s responsibility to ensure that the deadline is not breached.

## Site Visits

## Please note we are planning to hold a contractor’s question session at the park between 10am – 2pm on Wednesday 17thth July 2024. We strongly urge you to attend as it will provide all bidders with a chance to view the site and talk to us about what we are looking to achieve from this more unusual project.

## 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 | Head of Environment |
| 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 | Head of Environment |
| E-Mail address | Liam.faulkner@northnorthants.gov.uk |

## Evaluation of Quotations

**6.1 Evaluation Method 3: Weighted Combination of Quality and Price**

As this is an unusual project, with a set maximum budget of £85,000 and requiring creative design, offers will be evaluated for its match with our specification and the aims of the project, by a panel of Parks staff on a weighted combination of quality and price as outlined in Table **E**. Any bids not compliant or completed fully will be discarded.

All responses to the Quality Questions will be assessed against the criteria set out in the Table **D** below.

Table **D**

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

Table **E**

|  |  |
| --- | --- |
| **SECTION HEADINGS** | **WEIGHTING WITHIN TOTAL** |
| **QUALITY QUESTIONS (70%)** |
| **Provision of the Requirement (70%)** |
| Meeting the Specification | 10% |
| Design Impact and Interpretation of Brief | 20% |
| Play Value | 20% |
| Durability and Maintenance | 30% |
| Provision of requested information requested in this specification - standards, warranties, risk assessments and method statements etc. | 10% |
| **PRICING (10%)** |
| Total Cost | 10% |
| **Grand Total** | **100%** |

#

# Section 2: Specification

## Introduction and Background

This Request for Quotation (RFQ) is for the provision of ball court upgrades and refurbishments at Charlotte Place in Northamptonshire. If successful, the maximum budget available is **£85,000 excluding VAT**. Please see scoring criteria for guidance on price and quality. Please note that following the receipt and evaluation of any submissions, the Council will need to apply for grant funding to be in a position to award the contract. Should this grant funding application be unsuccessful then please be aware that the project will not be able to proceed at this time.

The overall aim is to provide an attractive, unique, and fun play zone on the existing ball court area at Charlotte Place highlighted by the red boundary on the below map. We would like to install purposeful fencing complete with goals and ball hoops, lined surfacing to include repairs to existing surface. The installation of 2 or 4 lamp columns to illuminate the area and provide a safer environment complete with timers to control operation.



## Scope

The current hard standing area is not fit for purpose and requires remarking of lines, installation of goals and hoops for ball games alongside repairs to the existing surface.

Installation of 2 or 4 lamp columns with timer controls.

## Statement of Requirements

**Standards -** The equipment and safety surfacing provided must ensure compliance with BSEN 1176 and BSEN 1177.

**Future maintenance** -The park is open all day, every day and the area will be heavily used, so the provision needs to be robust, durable, and able to withstand heavy use. Please provide a description on the expected maintenance requirements of your design.

**Warranty -** Please provide your Warranty information – we would expect at least 20 years warranty on metallic products.

**Ground works** – Some ground shaping is anticipated. Surplus spoil can be disposed of on site at agreed locations at/next/near to the works.

**Post installation** - You must provide a satisfactory post installation assessment by an independent RPII inspector deeming the area safe for use.(Seagrave Inspection Company) and electrical compliance certificates.

## Implementation Criteria

**Timing of works –** construction can start anytime from September 2024 with works being completed within 8 weeks. It is preferred that you do not work at weekends or school holidays. It will be important for you to provide us with a definite start date so we can coordinate our works.

**Public access** - The main public paths in the park need to be kept operational during your works.

## Project Management

**Safety fencing** – You will be responsible for ensuring safety for all aspects of your work. To reduce costs, we may be able to provide sufficient Heras fencing to secure your working area for the duration of your works.

**Welfare** – There are no toilet facilities on site, you may situate welfare units at agreed locations.

**Storage** - You may store equipment at your own risk in the park compound or on site at another suitable place agreed with the Clerk of Works.

Spoil arising from your excavation works can be used to form parts of play in the play area and will need to be levelled and grass seeded.

## Social and Environmental Benefits

Timber must be from sustainable sources, and you are asked to provide evidence of this.

We would like you to carefully consider the layout to enable safe use of

play by as wide a range of abilities as practical.

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

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

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

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

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

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

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

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

The Potential Supplier shall comply with any further written instructions with respect to processing by the Council.

## Appendixes and/or Annexes

| **No.** | **Document Name** | **Document Location** |
| --- | --- | --- |
|  | Terms and Conditions | Appendix 1 |
|  | Pricing Schedule | Appendix 2 |

# Section 3: Supporting Information

1. Please complete Section 3 below.

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

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

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

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

| **Insurance** |
| --- |
| **Question 3:** | **Scoring Methodology:** | Pass/Fail | Potential Suppliers who answer ‘No’ to any of the levels below will be eliminated from this procurement process. |
| *Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the contract? The levels of insurance cover are indicated below.* |
| 3.1. | Employer’s (Compulsory) Liability Insurance at no less than £5M.*It is a legal requirement that all Potential Suppliers hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.* | Choose an item. |
| 3.2. | Public Liability Insurance at no less than £5M | Choose an item. |
| 3.3. | Professional Indemnity Insurance at no less than £5M | Choose an item. |
| 3.4. | Product Liability Insurance at no less than £5M  | Choose an item. |

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

| **Social Value** |
| --- |
| **Question 5:** | **Scoring Methodology:** | Pass/Fail |  |  |
| 5.1. | 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. |

| **Meeting the Specification** |
| --- |
| **Question 6:** | **Scoring Methodology:** | Information | **Word Limit:** | 1000 words |
| Please demonstrate how you plan to meet the requirements contained within the specification. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Design Impact and Interpretation of Brief** |
| --- |
| **Question 7:** | **Scoring Methodology:** | Information and design plan | **Word Limit:** | No limit |
| Please provide a visual design plan and any supporting information as to how you plan to meet the design impact and interpretation of brief. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Play Value** |
| --- |
| **Question 8:** | **Scoring Methodology:** | Information | **Word Limit:** | 1000 words |
| Please evidence as to how you plan to meet a high-quality play value in your design. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Durability and Maintenance** |
| --- |
| **Question 9:** | **Scoring Methodology:** | Information | **Word Limit:** | 1000 words |
| Please provide further information on the materials you plan to use in your design. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Provision of requested information requested in this specification - standards, warranties, risk assessments and method statements.**  |
| --- |
| **Question 10:** | **Scoring Methodology:** | Pass/Fail | **Word Limit:** | No limit |
| Please provide copies of your risk assessments and method statements as attachments. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

# Section 4: Pricing Sheet

## Pricing and Costs

* 1. A Potential Supplier’s RFQ Response will be rejected if it exceeds the capped budget for this procurement exercise, which is **£85,000**
	2. Please complete the Pricing Schedule at Appendix **2**, attached, ensuring that you have provided a fixed and firm cost in each of the relevant boxes and include the itemised cost under each heading, as appropriate and any additional costs.

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

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

* + 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. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |
|  | Click to enter text. | Click to enter text. | Click to enter text. | Click to enter text. |

# Section 6: Declaration

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
	1. I am signing on behalf of the Company named at Section 3, Question 1.1 (a) and am duly authorised to do so;
	2. to the best of my knowledge, the information provided is complete and accurate;
	3. the price in Section 4 is our best offer;
	4. no collusion with other organisations has taken place in order to fix the price;
	5. that there is no conflict of interest in relation to the Council’s requirement;
	6. the requirement be subjected to the terms and conditions set out in Conditions of Contract identified at Appendix **1**;
	7. that no goods, supplies, services and/or works will be delivered or undertaken until both parties have executed the formal contract documentation as identified at Appendix **1** and an instruction to proceed has been given by the Council in writing; and
	8. I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false and/or misleading information.

# Section 7: Due diligence

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

# Section 8: CONTRACT AWARD

1. The Council will notify all Potential Suppliers of its intention to award a contract.

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