

**Invitation to Quote to provide
Active Norfolk Activity Finder Branding**

**Contact: Gareth Samuel**

**Address: Active Norfolk, Easton College, Easton NR9 5DX**

**Reference:** **Activity Finder Branding**

**Contract commencement date**: **26/04/2021**

**Period of Contract: Two months**

**Issue date: 22/03/2021**

**Closing date: 12/04/2021**

# Background Information

* 1. Introduction

Active Norfolk wishes to procure branding for a new Activity Finder web platform which is currently under development. The branding should incorporate basic branding elements such as a logo, images, colour palette and brand guidelines as well as secondary assets such as an image suite, a marketing toolkit for providers, small illustrations and assets for related documents.

Active Norfolk is one of over 40 Active Partnerships covering England. The organisation aims to increase participation in sport and physical activity for Norfolk residents. We do this by providing information about local opportunities for individuals to get active, and provide support for clubs, volunteers and coaches. It has become clear that in order to facilitate this role effectively and deliver the most effective project outcomes, an effective and relevant database of active opportunities within Norfolk will be an invaluable tool.

The development of this branding opportunity is funded by the Interreg Channel EXPERIENCE project, which is a key strategic partner of active Norfolk and its aims must be a key consideration for this work. Experience will be developing itineraries for experiential tourism activities in Norfolk and listing the more experiential activities from the Activity Finder. The branding must therefore reflect experiences and the desired outcomes of the EXPERIENCE project which centres around sustainable experiential out of season tourism in Norfolk. The existing EXPERIENCE logo and brand guidelines must be considered and reflected as part of any branding proposal for this opportunity. Members of the EXPERIENCE team will consult throughout the branding development process.

# Statement of Requirements

* 1. Service Specification

**Naming/Discovery Procedure**

As part of the required branding work, the supplier must undertake due diligence in creating an appropriate brand name which meets all the criteria for the Activity Finder platform. We currently have a brand name working title which has been created in collaboration with the Active Norfolk Marketing Team, however we require the successful supplier to assess the brand name from a feasibility, domain availability and user experience perspective. Should the supplier deem the working title to be unsatisfactory, we will require support in generating alternatives. This is part of the discovery process involved in the branding work. More information about our specific requirements for branding as well the working title we are currently using will be disclosed upon the appointment of a provider.

**Brand Opportunities and Research**

As a follow up to the discovery process, we require a stakeholder mapping process to be undertaken which will enable us to make strategic marketing decisions when the system is launched later in the year. This should be done collaboratively with Active Norfolk, members of the NCC Environments Team as well as partners involved directly in the procurement of this Activity Finder development.

**User Groups**Please be aware that there are two distinct user groups for this Activity Finder development. These are public users and provider users. Distinct marketing efforts will be focussed on both user groups individually and therefore the branding work must be suitable for both. The image suite and marketing assets must correspond to each user group to ensure the Active Norfolk marketing team is able to distinguish which assets to be used for targeting each group.

**Brand Development**The provider of services required for this work must develop branding for the project. This must comply with Interreg communications guidelines which are available to view here - <https://www.channelmanche.com/assets/GN7-v12.3-EN.pdf>

Specific branding work for this project must include:

* Logo
* Visual identity for the brand
* Tone of voice guidelines
* Visual marketing assets

This should be completed in collaboration with members of the Active Norfolk and EXPERIENCE teams and open discussion and brand development options should be presented to be consulted on by stakeholders.

**Visual Brand Assets**As part of this branding work, we require a suite of images and short videos to be used to promote the platform via digital and more traditional marketing means. While Active Norfolk has the capacity to design promotional materials in-house, we require the creation of assets which can be used by our design team in relation to the Activity Finder. This should include graphics, imagery and necessary social media assets as much of our marketing strategy will centre around social channels. This should not be limited to one platform. The visual brand assets must also include assets which can be directly used to promote EXPERIENCE project specific activities, such as outdoor experiential tourism activities which could also be used to promote alternative platforms related to the EXPERIENCE project.

**Stakeholder Tool Kits**The promotion of this Activity Finder platform will involve using stakeholder networks, of which Active Norfolk has many. Therefore, we require the supplier to create a branding toolkit of marketing assets which we can distribute to partners to promote the activity to their audiences on our behalf. Please note, this should include social media graphics, poster templates, short video clips and other relevant assets. We are happy to be guided by the supplier on best practice creation of these assets.

**Brand Guidelines**We require the supplier to construct strict brand guidelines for the logo and brand assets which clearly state where the logo can be used and how it is to be used. Brand guidelines should also involve imagery suggestions as well as tone of voice rules for marketing professionals to follow. They must be user friendly to maximise usage of the brand without compromising on the reputation of the brand through incorrect usage. Please note, it is a requirement of both the EXPERIENCE and MONUMENT projects that their logos are used in related marketing assets. To this end, branded assets must also include these logos which AN is able to supply. Please refer to the branding guidelines for the Interreg project logos for guidance. Active Norfolk and EXPERIENCE to advise.

**Marketing Assets**As part of this branding work, we require visual assets for promotional work. This should include customisable posters, an image bank to be used across all platforms, video content to be used where appropriate and small graphic illustrations or patterns to be incorporated into future designs. Once created, the intellectual property rights of these assets, as well as all branding materials, must reside with Active Norfolk.

**Considerations, Themes and Strategy:**

The development of the Activity Finder platform itself is in conjunction with several different projects coordinated by Norfolk County Council, including the [MONUMENT](https://www.interreg2seas.eu/en/MONUMENT) project, which aims to provide active opportunities to carers of people living with dementia and the [EXPERIENCE](https://www.norfolk.gov.uk/what-we-do-and-how-we-work/campaigns/experience-tourism-project) Project, which aims to boost experiential out-of-season tourism in Norfolk. The Activity Finder development will play a major role in achieving the desired outcomes for both projects. While EXPERIENCE is a direct funding partner for this branding work, MONUMENT is a part-funding organisation for the development of the Activity Finder platform itself and therefore the branding requirements and project aims of MONUMENT and EXPERIENCE must be considered when developing branding. There are existing brand guidelines for both MONUMENT and EXPERIENCE and these must be taken into account when producing branding assets for this project.

**EXPERIENCE Project Aims**EXPERIENCE is a €23.3 million project, receiving €16 million of co-finance from theEuropean Regional Development Fund (ERDF) through the Interreg VA France (Channel)England Programme 2014-2020. Norfolk County Council is the lead partner, working with13 other organisations across 6 pilot regions in France and England.

The project will harness the experiential tourism trend to extend the season (October –March), generating 20 million new visitors and delivering sustainable economic growth across the Channel region. Together, project partners will reinvent the way the economy,environment, communities and brands interact - focusing on sustainable, low-impacttourism activities to secure the future resilience of our natural and cultural assets.

Cutting-edge research, data and digital technology will be used to drive regional identitydevelopment, activation and demand stimulation to draw in new, high-value off-seasonvisitors to Norfolk, benefitting both people and place.

The Active Norfolk Activity Finder will be one of the technologies the project will use toprovide up-to-date information on local leisure activities to inspire and engage out ofseason visitors. This innovative and user-friendly online resource will enable visitors todiscover accessible year-round activities that will enhance their Norfolk experience and in turn support the local economy.Key focusses of this project are sustainability and the natural environment as well as self-directed activities, which will be listed on the Activity Finder. It is therefore important that branding assets reflect these aims and appeal to visitors to Norfolk as well as residents. Visual content must also encompass out of season tourism and the benefits of being active outdoors across all seasons, not just in the summer.

**MONUMENT Project Aims**

MONUMENT is a €4.4 million trans-national technological and social innovation project,

receiving €2.6 million co-finance from the European Regional Development Fund (ERDF)

through the Interreg 2 Seas Programme 2014-20. Norfolk County Council is one of 11

partners in the project with other partners in Cambridgeshire, France, Netherlands and

Belgium.

The project aims to strengthen the resilience of informal carers of people living with

dementia, giving them the tools to care for the person living with dementia at home for

longer. This will be based on the principles of the bottom-up Dutch Odensehuis model

alongside the application of technological solutions to solve barriers identified by carers

themselves.

Norfolk County Council will be focusing the local pilot project on reducing the barriers

identified by carers of people living with dementia in accessing outdoor activities, peer

support and using tools to address these barriers and bring with it associated health

benefits.

The Active Norfolk Activity Finder will be the most important local information tool both by populating the MONUMENT platform with relevant local activities and acting as a new and innovative local resource for carers on the suitability of local leisure activities, including open green space.

It is therefore important that the branding produced for this Activity Finder system complements the aims of the MONUMENT Project, with focus on green space and inclusivity.

**Inclusivity**A key theme of the Activity Finder development is ensuring there are activity opportunities for all Norfolk residents and visitors regardless of age or physical ability. Suppliers of this branding suite are therefore required to consider how accessible the brand, colour palette and tone of voice work are to people living with disabilities or impairments. Active Norfolk can advise on accessibility best practice.

**User Experience**As with any branding work, user experience is incredibly important. The diversity of the audiences this platform is aimed at ensures that suppliers are required to consider the needs of a wide range of people, ensuring no members of the public feel excluded by the brand, imagery or tone of voice.

**Transfer**A crucial consideration for this brand is that it must be transferrable to different areas of the UK as well other countries. Therefore, the naming and discovery process must not be Norfolk-specific due to the potential requirements to use the brand in other areas of the UK and Europe in future. It is also a requirement as Active Norfolk wishes to give the impression that this Activity Finder development is part of a wider geographical area than just Norfolk to instil maximum confidence in both target audiences.

* 1. Contract

Initial branding assets, including logos, colour schemes and branding guidelines must be delivered as part of this contract no later than **one month** after the date on which the supplier is commissioned to develop the Activity Finder branding work.

Subsequent branding assets including third-party marketing toolkit assets, photo and video promotional assets and all other related promotional assets must be delivered no later than **two months** after the contract commencement date.

* 1. Fees and payment

Contract price

The contract price quoted in this document must be all inclusive. No further funding is available for this service. The maximum contract value is **£25,000**

The contract price must include:

* Price for primary branding work such as logo, colour palette and guidelines, as well as naming confirmation
* Price for image suite, videography, colour backgrounds and marketing elements
* Related illustrations and brand features for use on future documentation and relevant promotional materials

Payment triggers

**The fee will be paid in 3 instalments, within 30 days of invoicing:**

* 40% at contract commencement – 26/04/2021
* 30% on receipt of invoice dated 26/05/2021
* 30% on receipt of invoice dated 26/06/2021

Travel to meetings and/or site visits should not be required for this branding work, there should therefore be no expectation that reimbursement for travel to meetings or related expenses will be offered. If the supplier anticipates expenses of this nature, please allow budget for this in the total price submitted for evaluation as part of a bid.

# ITQ Management

Proposals are requested for a Supplier to deliver Active Norfolk Activity Finder Branding. This contract will be awarded under the Terms and Conditions of Contract appended to this Invitation to Quote. Suppliers will need to describe how they will deliver the services to meet all of the above outcomes and requirements in the Supplier Questions.

Please complete

* Section 5 - Supplier Information
* Section 6 - Supplier Questions
* Section 7 - Pricing Schedule

Receipt of the quote

* your response must be received no later than 2pm UK time on 12/04/2021
* Your response must be submitted via email to Gareth.samuel@activenorfolk.org
* The Council will not consider any late responses to this Invitation to Quote nor will it consider requests for extension of the time or date fixed for the submission of responses. It may, however, in its own absolute discretion extend the time or date fixed for submission and in such circumstances the Council will notify all Suppliers of any change.
* The Council may at its sole discretion change any aspect of or stop this procurement exercise at any point and if it stops the exercise not provide any Supplier with the scores allocated in any marking exercise already undertaken or the reasons for the allocation of those scores.
	1. Clarifications

Please email **Gareth.samuel@activenorfolk.org** your clarification questions, responses to which will be issued to all bidders.

* 1. Format and content of response
1. Submissions must not be password protected
2. Suppliers are to answer all questions.
3. Suppliers’ responses shall be clearly legible and in at least 11-point type, on a line spacing of at least 1.3 times the type size.
4. Documents shall not include any embedded objects which, if printed, appear as icons, rather than in full.
5. Proposals shall not contain any attachments or text other than that requested, and the Council will disregard any information contained therein.
6. The answer to each question shall be self-contained. Responses such as ‘see answer to question x’ are not acceptable, nor are responses which refer to or assume knowledge of existing arrangements.
7. Suppliers should not assume that the evaluators have any prior knowledge of their organisation, its capabilities or the solutions it offers.
8. Suppliers are reminded that their proposal should respond specifically to the Council’s requirements. Generic responses which do not take account of the Council’s requirements and circumstances are unlikely to achieve good marks.
	1. Selection process

Scoring method for quality

1. The score for each question will be divided by the maximum possible score of five (5) and then multiplied by the individual weighting for that question to give a weighted score.
2. Suppliers must achieve a minimum quality threshold of **35** out of the 70 marks available for quality or the bid will be rejected.
3. Suppliers will be scored on their responses to the Supplier Questions in Section 6 in relation to the requirements of the specification. Each question is separately weighted.

Scoring method for Price

1. The formula to be used to calculate the score for price is as follows:
	* The bid with the lowest total price will be allocated the maximum number of points, with other Bidders being awarded marks in proportion to this price, so that for example a total price that is 30% more expensive will receive 30% fewer marks, one that is 70% more expensive will receive 60% fewer marks etc.
2. A total of 30% of the overall score is allocated to Price.

Overall score

1. The Contract will be awarded to the Supplier whose quote results in the highest combined quality and price score.

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| **Award Criteria - Weightings for quality and price** |
| **Overall Price weighting** | 30% |
| **Overall Quality weighting** | 70% |
| **Total** | 100% |

1. All questions will be scored using the following descriptors:

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| **Descriptors for the award of quality marks** |
| **The mark to be awarded is that for which the descriptors most closely match the bidder’s response** | **Mark awarded** |
| An excellent response that is realistic, appropriately detailed and specific. There is no material weakness and:* the approach embodies accepted good practice in all material respects and offers excellent levels of (as appropriate) functionality, performance, environmental performance, ease of use and other relevant characteristics;
* the response is tailored to the requirement wherever relevant and, where relevant, to specific circumstances;
* all material aspects of the question are fully answered, and the approach described fully meets all material aspects of the requirement;
* where relevant the proposal is ambitious in terms of outcomes, and sets out a convincing, coherent and evidence-based approach to achieving the outcomes claimed; and
* where relevant, the organisation, qualification and experience of staff assigned to performing the contract are excellent.
 | 5 |
| A good response that is realistic, appropriately detailed and specific and with only minor weaknesses, where:* the approach generally embodies accepted good practice and offers good levels of (as appropriate) functionality, performance, environmental performance, outcomes, ease of use and other relevant characteristics;
* the response is generally tailored to the requirement where relevant and, where relevant, to specific circumstances;
* all material aspects of the question are fully answered, and the approach described meets the material aspects of the requirement, with no or minor exceptions;
* where relevant the proposal seeks to deliver a good level of outcome, and sets out a convincing, coherent and evidence-based approach to achieving the outcomes claimed; and
* where relevant, the organisation, qualification and experience of staff assigned to performing the contract are good, with only minor deficiencies
 | 4 |
| A satisfactory response that is realistic in all material respects, and that is at least sufficiently detailed and specific to give general clarity about what is to be delivered and how. There are some weaknesses, but:* the approach does not materially conflict with accepted good practice and generally offers acceptable levels of (as appropriate) functionality, performance, environmental performance, ease of use and other relevant characteristics;
* most material aspects of the question are fully answered, and the approach described meets the material aspects of the requirement, with no or minor exceptions;
* while the response may be somewhat generic, it is not inappropriate to the specific circumstances or too high-level to give reasonable clarity and confidence;
* where relevant the proposal seeks to deliver acceptable outcomes, and sets out a reasonably convincing, coherent and evidence-based approach to achieving the outcomes claimed; and
* where relevant, the organisation, qualification and experience of staff assigned to performing the contract are generally acceptable.
 | 3 |
| A rather deficient response where:* there is insufficient detail or specificity to be clear, wholly or for material aspects of the requirement, what is to be delivered and how;
* material parts of the question are not answered, or material parts of the response are unrealistic, or the approach described, in some material respects, appears not to meet the requirement;
* the approach described appears, in some material respects, not to deliver expected levels of (as appropriate) functionality, performance, environmental performance, ease of use or other relevant characteristics;
* the approach conflicts with accepted good practice in some material respects;
* the approach is in material part inappropriately generic or a poor fit with the specific circumstances or context;
* the approach is rather unambitious in terms of outcomes or the approach to achieving the claimed outcomes is somewhat unconvincing; and/or
* where relevant, the organisation, qualification and experience of staff assigned to performing the contract do not reach the expected levels in some material respects.
 | 2 |
| An inadequate response that is in part or in aggregate sufficiently unrealistic as to cast serious doubts over deliverability or efficacy or very materially lacking in detail or specificity or where, individually or in aggregate, there are very material weaknesses. | 1 |
| No response or a response with insufficient content to allow meaningful evaluation or a fundamentally unrealistic response or a clearly unacceptable response where the weaknesses, individually or in aggregate, are fundamental. If any question receives a score of ‘0’, the entire submission will be rejected. | 0 |

# Procurement Timetable

The procurement timetable, outlined below, is for information and potentially subject to change. The council reserves the right to amend any aspect of the timetable during the procurement and evaluation process.

|  |  |  |
| --- | --- | --- |
|  | Invitation to Quote issued | 19/03/2021 |
|  | Deadline for clarifications | 06/04/2021 |
|  | Deadline for responses | 2pm 12/04/2021 |
|  | Contract Award | 26/04/2021 |
|  | Contract commencement | 26/04/2021 |

# Supplier Information

Suppliers are to edit the header of this form to insert their name at the top of every page.

Suppliers are to complete this Form and return it as the front cover of their submission.

Part 1 is information relevant to the procurement. If bidding as a consortium, please complete a copy of this form for each organisation bidding.

Part 1

|  |  |
| --- | --- |
| Name of person or organisation tendering  |  |
| Trading as… |  |
| Are you bidding in conjunction with another supplier? | Answer ‘yes or no’       |
| If yes, who is the lead bidder? |  |
| **Person managing bid** | **Director, partner, trustee overseeing bid** |
| Mr/Mrs/Ms/Other       | Mr/Mrs/Ms/Other       |
| Name |       | Name |       |
| Address |                      | Address |                      |
| Postcode |  | Postcode |  |
| Country |       | Country |       |
| Phone |       | Phone |       |
| Mobile |       | Mobile |       |
| Email |       | Email |       |
| **Registered office address** | **Applicant’s registration numbers, as applicable** |
|       | Company registration no.  |       |
|        | Charity registration no.  |       |
|       | VAT registration no. |       |
| Postcode |       | Level of VAT to be charged | Choose an item. |
| Country |       | Other relevant reg. no. |       |
| **Group structure (as applicable)** | **Type of organisation (select one box only)** |
| Name of immediate parent organisation |       | Sole Trader |[ ]  Public sector |[ ]
| Name of ultimate UK holding company |       | Partnership(Unincorporated) |[ ]  Private Company |[ ]
| Company regn. no. of ultimate UK holding co. |       | Limited Liability Partnership (‘LLP’) |[ ]  Public Limited Company |[ ]
| Name of ultimate parent organisation |       | Private Co. Limited by Guarantee |[ ]  VCSE, please select: Choose an item. |
| If known, DUNS number  |       | Other (please write in): |       |
|  |  | Are you a SME? Yes/No |       |

Part 2 is information relevant to contract management if you were to be successful and is non-mandatory.

Part 2

|  |  |
| --- | --- |
| *Who will manage the contract* | *Email addresses and phone numbers of relevant contacts, as applicable* |
| Mr/Mrs/Ms/Other       |
| Name |       | For invoice and payment queries |       |
| Address |                      |
| Postcode | For out of hours contact in an emergency |       |
| Country |       |
| Phone |       |
| Mobile |       |
| Email |       |

**If you are not an existing NCC supplier please complete the BACS form below.**

|  |
| --- |
| Bank Details |
| Account Type |    |
| Name of Bank |        |
| Address of Bank |        |
| Sort Code |        |
| Account Number |        |
| Building Society Roll Number |        |
| Name the account is held in |        |
| Pay Method |
| NB: Norfolk County Council’s preferred method of payment is by BACS and preferred remittance delivery is by email. |
| Pay Method |   |

# Supplier Questions (70%)

* Suppliers are to edit the header of this section to insert their name at the top of every page.
* Please answer all questions and complete this form retaining the questions and numbering, and return it as part of your bid.
* You should not assume that the evaluators have any prior knowledge of your organisation, its capabilities or the solutions your organisation offers and you should ensure your responses to each question presume the evaluators know nothing of your organisation, and where relevant your subcontractors, consortium members or partners if you are heavily reliant on a third party in a bid.
* Where answers are limited to a maximum number of words, do not go over that limit. Any part of an answer beyond the point of the maximum is highly likely to be disregarded. Where a guide has been issued, ensure that your answers are succinct and do not drift over the guide unnecessarily. If the word count is causing you significant issues with answering a question thoroughly, please raise this as a clarification.
* Please ensure your answers are fully referenced to the relevant question.
* Responses shall be clearly legible and in at least 11-point type, on a line spacing of at least 1.3 times the type size.
* You must achieve a minimum quality threshold of 30 out of the 60 marks available for quality or your bid will be rejected.

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| 1. **Please outline your approach to developing a suitable and visually appealing brand for this Activity Finder project, including the design process and delivery (20%):**

(maximum 1,000 words) |
| 1. **Please outline your approach to the creation and supply of visual marketing assets which suit both the EXPERIENCE and MONUMENT project as well as the requirements of Active Norfolk’s primary role (15%):**

(maximum 750 words) |
| 1. **Please provide evidence of branding work your firm completed for a comparable project or business regardless of sector. Please supply examples of the branding assets supplied as part of this work (20%):**
 |
| (maximum 750 words) |
| 1. **How would you ensure the marketing assets, the stakeholder toolkit, and the brand itself are suitable for this development as well as all relevant stakeholders? (15%)**

(maximum 500 words) |

# Price (30%)

* Insert your organisation’s name in the header
* Prices must be in £ sterling and exclusive of VAT
* If the total price quoted exceeds £25,000, you will be rejected
* The total cost will be used to allocate your score for price

|  |  |  |
| --- | --- | --- |
| **Item** | **Unit** | **Price** |
| * Price for primary branding work such as logo, colour palette and guidelines, as well as naming/discovery.
 | Total for research, logo design, colour palette research and assignment, branding guidelines creation and naming feasibility.  |  |
| * Price for image suite, videography, colour backgrounds and marketing elements.
 | Total for image sourcing, studio time, videography and editing and provision of marketing suite of visual assets. |  |
| * Related illustrations and brand features for use on future documentation and relevant promotional materials.
 |  Creation of illustrative marketing graphics for future promotional materials. Stakeholder toolkit.  |  |
| **Total price for evaluation** |  | **£** |

# Important Legal Notice

1. Any person who participates in this procurement exercise shall be deemed to accept the conditions set out below and the terms and conditions of contract appended to this document. These conditions constitute the entire agreement between the parties concerning the conduct of the exercise.
2. Norfolk County Council (“the Council”) does not make any binding commitment to actual or potential suppliers (“Suppliers”) or to any other party about its conduct of this procurement exercise, other than to abide by its statutory obligations and the express terms of this Important Legal Notice. No other obligation on the Council shall be implied into any contract which may arise between the Council and any Applicant governing the conduct of this exercise.
3. Suppliers shall not, in connection with this procurement exercise, place any reliance upon any communication from the Council (including without limitation any notice published by the Council and any information published on any web site) unless it specifically states that it concerns this procurement exercise and bears the reference number stated on the front page of this document. Suppliers shall not place any reliance on any communication which is not in writing.
4. Information supplied by the Council is subject to constant updating and amendment in the future and is necessarily selective and is supplied for general guidance in the preparation of proposals. It does not purport to contain all of the information which Suppliers may require and Suppliers must satisfy themselves by their own investigations about the accuracy of such information. While the Council has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this Invitation are true and accurate in all material respects, the Council does not make any representation or warranty as to the accuracy or completeness of this Invitation, or the reasonableness of any assumptions on which this document may be based. The Council accepts no liability to Suppliers however arising and whether resulting from the use of the information provided, or any omissions from or deficiencies in the information. As such, the Council cannot accept responsibility for any inaccurate information obtained by Suppliers.
5. Any notice from any person in connection with this procurement exercise shall be sent to through in-tend to the contact person listed on the first page in accordance with the relevant timescales.
6. In inviting potential Suppliers to participate, the Council is not making an offer to enter into any contract for the supply of goods, services or works and does not bind itself to accept any offer it receives.
7. The Council reserves the right at its sole discretion to change any aspect of, or to discontinue this procurement exercise at any point and if it does discontinue the exercise need not provide any Supplier with the scores allocated in any marking exercise already undertaken or the reasons for the allocation of those scores.
8. The Council will not under any circumstances be liable to pay Suppliers for any costs incurred as a result of their participating in this procurement exercise.
9. The Council may exclude from consideration any proposal which is not submitted in full compliance with the conditions and/or instructions contained within this Invitation and shall be under no obligation to consider any extenuating circumstance which may have arisen. The Council’s decision as to whether any response submitted complies with the instructions shall be final.
10. Suppliers may notify the Council of information they wish, acting reasonably, to designate as confidential and the reasons why. Suppliers shall not apply any blanket designation of confidentiality to their entire quote and the Council will not pay any regard to any such designation.
11. The Council is subject to laws concerning access to information including the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Audit Commission Act 1998 and may - notwithstanding any claim made by any Supplier that any information is provided in confidence or is confidential in nature – release any information provided to it in accordance with the law, subject to the Council’s discretion concerning any applicable exemption or the application of any public interest test. It is important to note that information may be commercially sensitive for a time, for example, during a quote process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However, Suppliers should note that no information is likely to be regarded as exempt forever.
12. The contents of this Invitation to Quote together with all other information, materials, specifications or other documents provided pursuant or in the course of this procurement process as a whole, or prepared by the Suppliers specifically for such purposes, shall be treated at all times as confidential by the Suppliers. Suppliers shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Suppliers´ company or group or use them for any purpose other than for the preparation and submission of a response to this Invitation or other requirement of the procurement process, nor shall Suppliers publicise the Council’s name or the Invitation to Quote without the prior written consent of the Council.
13. The Suppliers shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.
14. Suppliers must seek the approval of the Council before providing to third parties any information provided in confidence by the Council or its professional advisers or consultants and must maintain a register of all employees and third parties who have access to such information. If so requested by the Council, Suppliers must make such a register available for immediate inspection by the Council or its duly authorised representatives.
15. Any working documents produced by the Council in the course of evaluation shall remain confidential to and the property of the Council and need not be retained by the Council. For the avoidance of doubt, the Council’s only obligation to Suppliers concerning debriefing shall be to provide the Suppliers with a written statement, as approved by the chair of the evaluation panel.
16. Suppliers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from responding to this Invitation to Quote.
17. Suppliers should not, in connection with the proposed contract:
	1. offer any inducement, fee or reward to any officer or member of the Council or of the commissioning organisations;
	2. do anything which would constitute a breach of section 117(2) of the Local Government Act 1972 or Bribery Act 2010; or
	3. canvass any of the persons referred to in a) in connection with the response about any aspect of the proposed contract or for soliciting information in connection therewith.
18. If any Supplier or any employee of any Supplier or any third party acting on behalf of any Supplier commits an act detailed in clauses 16 to 17 inclusive or offers, promises or gives any bribe or inducement or makes any improper threat or colludes (or offers or agrees to collude) with any other Supplier in connection with this procurement exercise then, in addition to any criminal sanction such conduct may attract, the Council may:
	1. immediately exclude that Supplier’s offer from consideration;
	2. exclude that Supplier from future procurement exercises;
	3. terminate any contract entered into with that Supplier; and
	4. recover from that Supplier the reasonable costs of re-running this procurement exercise and any consequential losses (including loss of anticipated savings) which result from any delay in letting a contract.
19. If any person approaches any Supplier seeking any bribe or making any offer to collude in respect of this procurement exercise, that Supplier is to contact the Council’s Head of Law immediately.
20. All intellectual property rights in this Invitation to Quote and all materials provided by the Council or its professional advisers, consultants or information provided in connection with this Invitation to Quote are and shall remain the property of the Council and/or its professional advisers, consultants and/or information providers. The information they contain shall be used only for the purpose of preparing a proposal and delivering any resulting contract.
21. All responses and submissions provided by any Supplier will form part of the contract should the Supplier be successful.
22. The Council will not accept any variation to the terms of this legal notice and in the event that any Supplier submits any response which seeks to vary the above conditions such purported variation shall be void, even if the Council considers the proposal.
23. In the absence of a formal document signed by the Council and the successful Supplier, and for as long as such absence persists, then the acceptance by or on behalf of the Council of the Supplier’s written response shall itself constitute a binding agreement between the parties, the terms of which unless amended by agreement between the parties shall be the conditions of contract sent out with the Invitation to Quote and the prices and operational proposals set out by the Supplier in their response.
24. Suppliers should view the Procurement Privacy Notice on the council’s website [www.norfolk.gov.uk/what-we-do-and-how-we-work/policy-performance-and-partnerships/policies-and-strategies/corporate/data-protection](http://www.norfolk.gov.uk/what-we-do-and-how-we-work/policy-performance-and-partnerships/policies-and-strategies/corporate/data-protection) and must raise any concerns about the Privacy Notice and how personal information will be handled during the procurement process without delay.

# Supplier's Declaration

* **Suppliers may either may either print this declaration on plain white A4 paper, sign and date it with a pen, scan and then upload it as the final part of their submission or use an electronic signature.**
* **Suppliers are to edit the header of this section to insert their organisation’s name at the top of every page of the forms.**

Checklist

Check each issue below and tick each box.

|  |  |
| --- | --- |
| We have completed the following forms: |  |
| * Supplier Information
 |  |
| * Supplier Questions
 |  |
| * Price Schedule
 |  |
| * This declaration, either printed then signed with an original signature, then scanned and uploaded as a .pdf, or signed electronically.
 |  |

|  |  |
| --- | --- |
| **We have:** |  |
| Amended the header on each form to insert our organisation’s name. |  |
| Made arrangements for the quote to be uploaded and submitted on time, with adequate contingency for ICT failures, power outages etc. |  |
| **We have not:** |  |
| Used a smaller typeface or line spacing than that permitted. |  |
| Annexed any document not specifically requested. |  |

Declaration

|  |
| --- |
| We agree to the conditions specified in the ‘Important Legal Notice’ at in this Invitation to Quote.We warrant, represent and undertake to the Council that:1. neither we nor any employee or third party acting on our behalf has offered, promised or given any bribe or inducement or made any improper threat or colluded (or offered or agreed to collude) with any other person in connection with this procurement exercise
2. we have complied in all respects with this Invitation to Quote
3. all information, representations and other matters of fact contained in our quote are true, complete and accurate in all respects
4. we have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Quote and have not submitted this Invitation to Quote response and will not have entered into the contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) which may have been made by or on behalf of the Council
5. we have satisfied ourselves as to the correctness and sufficiency of the information we have inserted in the quote.
6. we have full power and authority to enter into the contract and provide the services
7. we are of sound financial standing and will have sufficient premises, working capital, skilled staff, and other resources available to us to provide the services in accordance with the contract
8. we have obtained or are able to obtain all necessary consents, licences and permissions to enable us to provide the services.

We hereby offer to provide the services in accordance with the contract attached as the annexure to this Invitation to Quote which includes for the avoidance of doubt any documents specified in the contract as forming part of the contract including (but not limited to) the prices and operational proposals set out in this quote, the terms and conditions of contract, the Specification and any written clarifications issued or received by the Council prior to the written acceptance of the Council of this quote. We agree that the Council’s acceptance of this quote shall form a binding contract between us on the above terms. |
| Name of bidding Organisation |  | Signature of authorised officer |  |
| Date |  | Position of authorised officer |  |
|  |  | Name of authorised officer |  |
| Name of bidding Organisation |  | Signature of authorised officer |  |
| Date |  | Position of authorised officer |  |
|  |  | Name of authorised officer |  |

|  |
| --- |
| *This block will be signed on behalf of Active Norfolk in the event that your quote is accepted.* |
| We, Active Norfolk, hereby accept your offer for Active Norfolk Activity Finder Branding and a binding contract now exists between us and you on the above terms.(To be completed by Active Norfolk when the results of the evaluation are known.) |
| Name of authorised officer |  |
| Position |  |
| Signature |  |
| Name of authorised officer |  |
| Position |  |
| Signature |  |
| Date |  |