

**Request for Quotation**

**north northamptonshire council - illegal tobacco and vape project**

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# Section 1: Introduction

## General Requirements

* 1. North Northamptonshire Council (hereafter referred to as The “Council”) invites quotations for the provision of services to lead on a dedicated programme of work to address the sale and use of illicit tobacco and e-cigarettes.
	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 (hereafter referred to as “RfQ”), please contact the Officer detailed in Table C.
	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 RfQ 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. The Council shall not accept liability nor reimburse you for any costs or losses incurred by you in relation to your participation in this procurement process, whether the Council has made changes to the procurement process or not.
	7. All documents and materials, which comprise the RfQ Response, must be written in English only.
	8. Quotations are to remain open for acceptance for a period of no less than ninety (90) days from the Deadline for Submission of Bids.
	9. 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.
	10. For the avoidance of doubt please be aware that following award of contract should the successful Supplier(s) subsequently find that their proposed solution and/or price offer is not accurate and sustainable then the successful Supplier(s) will not be permitted to amend their pricing bid to request any further monies associated with the full provision of the goods/services and/or works.
	11. 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
		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; and
		5. Submit any zipped files in WinZip format only.

## 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 or lot as a result of this procurement process; and/or
		5. Reject any RfQ Responses that are over budget without further evaluation of the response.

## 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 B, below.
	3. The RfQ process is intended to follow the timetable set out in Table B, below.

**Table B – Timetable**

| Activity | Time and Date(as applicable) |
| --- | --- |
|  | Request for Quotation Documents Published | Tuesday, 16 April 2024 |
|  | Deadline for Questions from Potential Suppliers | 17:00 on Wednesday, 1 May 2024 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers | Wednesday, 8 May 2024 |
|  | Deadline for Submission of Bids | 12:00 noon on Tuesday, 14 May 2024 |
|  | Evaluation of Bids Received\* Week Commencing | Thursday, 16 May 2024 |
|  | Contract Award\* | Tuesday, 21 May 2024 |
|  | Contract Start\* | Tuesday, 4 June 2024 |
|  | Contract End (EXCLUDING Extension Periods)\* | Thursday, 4 June 2026 |

* 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 B, 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 C, below, no later than the Deadline for Questions from Potential Suppliers date set out in Table B.
	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, they must state this when submitting the clarification. If in the opinion of the Council, the clarification is not confidential, the Council will publish it in an anonymised format.
	4. The Deadline for Questions from Potential Suppliers relating to this procurement is set out in Table B. Questions sent to the Council after this deadline may not be responded to.

**Table C – Officer to Contact Regarding the Procurement Process**

|  |  |
| --- | --- |
| Name | Richard Holley |
| Job Title | Public Health Practitioner |
| E-Mail address | Richard.holley@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 D, below, no later than the Deadline for Submission of Bids date in Table B.

**Table D – Details to Send Your Quotation Response**

|  |  |
| --- | --- |
| Name | Richard Holley |
| Job Title | Public Health Practitioner |
| E-Mail address | Richard.holley@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: Weighted Combination of Questions and Price**
1. The evaluated score as detailed in Table E, will be divided by 4 and multiplied by the question weighting (within Total) (%), to provide a final score (%) for each question, in accordance with the following example:
2. If the question weighting (within Total) is 20% and the Potential Supplier’s response is scored ‘2’, their final score (%) will be:
3. 2 / 4 x 20 = 10% for that question.
4. The Potential Supplier’s response to each question will be evaluated and scored a maximum of 4 marks as per Table E.
	* 1. **Important Note for Question 6**
	1. 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.
		1. **Important Note for Questions 7-10:**
5. To be awarded a “Pass” score, the Potential Provider’s response must address all the relevant criteria and include supporting detail, which must be clear and provide evaluators with confidence that the criteria will be delivered to a good standard.
6. Any questions not answered will be awarded a “Fail” score and will lead to the Potential Supplier being rejected from the process.

## Evaluation and Moderation of RfQ Responses

* 1. Each RfQ Response will be evaluated by an Evaluation Panel, which may include, but not be limited to, Council officers, members, technical advisors and/or stakeholders (such as members of user groups, focus groups and/or tenant/resident panels).
	2. An initial examination may be made to establish the completeness of the RfQ Responses.
	3. As the result of any moderation, the Evaluation Panel may choose to revise a Potential Supplier’s score for each response to a Scored Question, either up or down to reach a final score.
	4. All responses to the Scored Questions will be assessed against the Criteria set out in Table E, below.

**Table E – Criteria for Awarding Score**

| **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.
 |

* 1. Should the Evaluation Panel, in its reasonable judgement, identify a fundamental failing or weakness in any RfQ Response then that RfQ Response may, regardless of its other merits, be excluded from further consideration.
	2. For the avoidance of doubt, there are no sub-criteria elements in the Scored Questions, which will be scored. The score allocated will be against the total answer submitted and factored against the maximum percentage awarded for that question in accordance with the calculation formula.
	3. The Potential Provider who scores the highest in the quality assessment will be awarded the contract. In the unlikely event that the two highest scoring potential providers score the same, the Authority will require the providers to respond to an addition question. The provider with the highest score on this question will be awarded the contract.
	4. Where a particular question may list “elements”, Potential Suppliers are informed that no such individual element will be scored, per se; instead, the “elements” as listed are given for information only to assist Potential Suppliers to submit their most comprehensive Response and therefore their most competitive RfQ Response in all the circumstances.
	5. The award criteria questions will be evaluated, using the scheme set out in Table F, below.

**Table F – Evaluation Criteria Questions and Weighting Scheme**

|  | **Headings** | **Weighting Within Total** | **Word Limit****(Maximum)** |
| --- | --- | --- | --- |
| **Project Specific Questions (90%)** |
| **Minimum Standard (Answered? Yes/No)** |
|  | Supporting Information | Answered? Yes/No | Not applicable |
|  | Contact Details and Declaration | Answered? Yes/No | Not applicable |
| **Minimum Standard (Pass/Fail)** |
|  | Insurance | Pass/Fail | Not applicable |
|  | Modern Slavery Act 2015 | Pass/Fail | Not applicable |
|  | UK General Data Protection Regulation (UK GDPR) | Pass/Fail | Not applicable |
| **Project Specific Questions (90%)** |
|  | Social Value | 5% | 750 Words |
|  | Suitability | 35% | 750 Words |
|  | Phase One Approach | 25% | 750 Words |
|  | Phase Two Approach | 25% | 750 Words |
|  | Training & Campaign | 10% | 750 Words |
| **Price (10%)** |
|  | Phase One & Phase Two | 100% | Not applicable |
|  | **Grand Total** | **100%** | **Not applicable** |

## Evaluation of Price (Award Criteria Questionnaire)

* 1. Potential Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since they will be required to hold these or withdraw their RfQ Response in the event of errors being identified after the Deadline for Submission of Bids, set out in Table B.
	2. If a Potential Supplier fails to provide fully for the requirements of the RfQ it must either:
		1. absorb the costs of meeting the Council’s full requirements within its RfQ price; or
		2. withdraw its RfQ.
	3. The following criteria will be applied to evaluate price:

**Example 1**

* + 1. **Evaluation Method: Weighted Combination of Questions and Price**
	1. The Potential Supplier with the lowest overall compliant price will be awarded the full Price score, as set out in Table F. 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 Example 1, below. This example is based on a 40% price weighting where the lowest compliant price is £40,000..

**Example 1** Amend figures in this Example if figures in Clause above is amended.

| **Potential Supplier No.** | **RfQ Price** | **Price Calculation** | **Price Score** |
| --- | --- | --- | --- |
|  | £40,000.00 | =40%(lowest compliant price) | 40 |
|  | £42,000.00 | =40-((42,000-40,000)/42,000)\*100 | 35.2 |
|  | £45,000.00 | =40-((45,000-40,000)/45,000)\*100 | 28.8 |
|  | £50,000.00 | =40-((50,000-40,000)/50,000)\*100 | 20 |

* + 1. Potential Suppliers who receive a minus score will be eliminated from the procurement process. If the Potential Supplier receives a minus score, following the Price Calculation provided in Example 1, the Council will amend the Potential Supplier’s Price Score to “0”, for the purposes of the Evaluation, so their Price Score does not adversely affect their overall Score.

## Presentations and/or Clarifications

* 1. Where the Council believes there is an omission, ambiguity, or inconsistency in a Potential Supplier’s RfQ Response (including an arithmetical error), the Council reserves the right (but is not obliged) to seek clarification of any aspect of a Potential Supplier’s RfQ Response during the evaluation phase where necessary for the purposes of carrying out a fair evaluation.
	2. The Potential Supplier will be required to confirm any appropriate amendments to their RfQ Response.
	3. Potential Suppliers are asked to respond to such requests promptly and within any given deadline. Potential Suppliers may be disqualified if they do not satisfactorily respond within the given deadline.
	4. Once the submitted RfQ responses have been evaluated, the Council reserves the right to conduct Presentation and/or Clarification meetings as part of the evaluation process with any number of Potential Suppliers, as the Council deems necessary, to complete a full evaluation of the RfQ Responses submitted.
	5. The Council may clarify elements of Potential Suppliers' submissions and reserves the right to:
		1. re-visit the evaluation scoring; and
		2. ask further clarification questions.

## Abnormally Low and/or Unsustainably High RfQ Responses

* 1. RfQ Responses will be reviewed to consider if they appear to be abnormally low or unsustainably high in cost. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Potential Suppliers.
	2. The Council reserves the right to reject any unsustainably high RfQ Responses without further evaluation of the bid submission.
	3. If the assessment shows that a Potential Supplier’s price offer may be abnormally low, the Council will request from a written explanation and/or evidence of the Potential Supplier’s price offer and/or RfQ Response, or of those parts of a Potential Supplier’s price offer and/or RfQ Response, which the Council considers contribute to the RfQ Response being abnormally low, to justify the RfQ Response and its price and/or value(s) offered.
	4. On receipt of a Potential Supplier’s written explanation, the Council will verify the price offer, RfQ Response, or parts of the RfQ Response.
	5. If the Council is still of the opinion that the Potential Supplier has submitted an abnormally low offer, the Council will confirm this to the Potential Supplier and will advise either:
		1. that the Potential Supplier’s RfQ Response has been rejected; or
		2. that, for RfQ evaluation purposes, the Council will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low RfQ Response.
	6. Where the Potential Supplier is unable to prove, within a sufficient time limit, such justification for the low price and/or value, the Council reserve the right to reject the RfQ Response.

## Rejection and Disqualification of RfQs

* 1. The Council reserves the right to reject or disqualify any RfQ Response and or a Potential Supplier, where the Potential Supplier:
		1. Fails to submit their RfQ Response by the Deadline for Submission of Bids, set out in the procurement timetable at Table B;
		2. exceeds the capped budget of £52,500.
		3. contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the RfQ provided;
		4. contains handwritten amendments which have not been initialled by the authorised signatory;
		5. does not reflect and confirm full and unconditional compliance with all the documents issued by the Council forming part of this RfQ;
		6. contains any caveats or any other statements or assumptions qualifying the RfQ Response that are not capable of evaluation in accordance with the Council’s published evaluation model or requiring changes to any documents issued by the Council in any way;
		7. contains any alterations or additions to any documents issued by the Council forming part of this RfQ;
		8. cannot commit to achieve any Key Dates for elements and/or milestones etc. as set out in the Council’s Specification;
		9. is not submitted in a manner consistent with the provisions set out in this RfQ;
		10. fixes or adjusts the amount of its RfQ Response by or in accordance with any Conditions of Contract or arrangement with any other party;
		11. communicates to any party other than the Council or as applicable, relevant participating body, the amount or approximate amount of its proposed RfQ Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence, to obtain quotations necessary for the preparation of a complete and accurate RfQ Response or insurance or any necessary security);
		12. enters into any Condition of Contract or arrangement with any other party that such other party shall refrain from submitting an RfQ Response or shall limit or restrict the prices to be shown by any other Potential Supplier in its RfQ Response;
		13. offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement, or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to its RfQ Response or any other proposed RfQ Response;
		14. commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972;
		15. directly or indirectly canvasses any officer, member, employee, or agent of the Council or its members or any relevant participating body or any of its officers or members concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other Potential Supplier, RfQ Response, or proposed RfQ Response;
		16. fails to declare any conflict of interest or any circumstances that could give rise to a conflict of interest (Potential Suppliers must notify the Council via e-mail);
		17. fails to comply fully with the requirements of this RfQ or makes a misrepresentation in any information supplied in their RfQ Response;
		18. there is a change in identity, control, financial standing, or other factor impacting on the selection and or evaluation process affecting the RfQ Response;
		19. submits an RfQ Response which does not comply with any mandatory requirement (where the word “shall” or “must” is used); or fails to comply with the Revised Prevent Duty Guidance: for England and Wales; para. 45 "publicly-owned venues and resources do not provide a platform for extremists to disseminate extremist views"; para 46 "organisations who work with the local authority on Prevent are not engaged in any extremist activity or espouse extremist views"; or contradict para 47 "new contracts for the delivery of their services are being made to ensure that the principles of the duty are written into those contracts in a suitable form";
		20. Is submitted by any Potential Supplier (for the purposes of this paragraph, this also includes any company who has control of the legal entity submitting the RfQ Response or a member of the group, if submitting as a group of economic operators) who has longstanding unpaid debts of any value with the Council, which have not been disputed by the Potential Supplier and/or where no payment plan has been agreed with the Council within one-hundred and twenty (120) days of the date the invoice was due to be paid. For the avoidance of doubt, longstanding in this instance, is defined as equal to or greater than one-hundred and twenty (120) days;
		21. Fails to declare their organisation or any other person has powers of representation, decision, or control in the organisation;
		22. Has been involved in any situation or activity which, in the reasonable opinion of the Council, may have a negative impact on the reputation of the Council or may bring the Council or any element of its business into disrepute; and/or
		23. Submits an RfQ Response that is in any other way deemed non-compliant by the Council.
	2. By participating in this procurement process, Potential Suppliers accept that the Council shall have no liability to a rejected or disqualified RfQ Response and/or Potential Supplier in these circumstances.

# Section 2: Specification

## Introduction and Background

Cigarettes are the only legal consumer product that can kill when used as intended. Whilst smoking rates have declined significantly over the past decade, smoking is still considered the biggest cause of preventable illness and premature death in the UK, accounting for over 64,000 deaths every year. It is estimated that smoking costs England £17.3 Billion per year, £3 Billion of which falls upon Health and Social care. Smoking is also a main cause of health inequalities, in fact, smoking is responsible for half of the difference in life expectancy between the richest and poorest in society.

The illegal trade of tobacco undermines the effectiveness of efforts to reduce smoking prevalence as illegal tobacco is available at cheaper prices and may be available from a wider range of sources. It deprives the UK of vital revenue which could be used to fund essential public services. The illegal tobacco trade damages legitimate businesses, undermines public health and facilitates the supply of tobacco to young people. Over the last decade or so many parts of the UK, including parts of North and West Northamptonshire, have seen an increase in the number of shops being opened with either the principal objective or one of the principal objectives being to supply illegal tobacco. Intelligence indicates that these are often operated by organised crime groups.

E-cigarettes are an effective smoking cessation aid, and the evidence to date suggests that they are far safer than smoking. However, safer does not mean safe, and their use should remain confined to those who are using them to reduce the harm from combustible tobacco. In recent years the number of young people experimenting with e-cigarettes has increased. In the last year alone, the number of children and young people using an e-cigarette once or twice has grown by 50%. Whilst regular use remains low, there is clearly an upwards trajectory in experimentation. This growth has placed even more pressure on Trading Standards, who even prior to the rise in youth vaping were struggling with capacity.

This project will help to expand the knowledge base of the sales of illicit tobacco and e-cigarettes across North Northamptonshire. In addition to intelligence gathering, the project will also increase capacity for test purchasing, include the development of an awareness campaign around illegal tobacco and youth vaping, and provide train-the-trainer style training so that the Council may further disseminate key messages and information to organisations across North Northamptonshire.

## Scope

* 1. This project will take place in two phases: Intelligence and Enforcement (Phase One), and Education, Training, and Underage Sales (Phase Two).
	2. Phase One will include:
* **Intelligence Review**: A review and analysis of intelligence held; this would include previous actions taken by North Northamptonshire Trading Standards. The Supplier would use the intelligence to map underage sales and the sale of both illegal tobacco and e-cigarettes. This would then inform the second part of phase one.
* **Tackling the Supply of Illegal Tobacco & Vape Products**: Conduct two rounds of test purchasing based on the results of the intelligence review. Following each round, conduct enforcement visits to relevant retailers (Maximum of 20 premises per round).
* **Age Restricted Sale of Tobacco Products**: Conduct two rounds of overage test purchases (Maximum 20 premises), followed by the dissemination of letters and guidance to premises tested. Conduct one round of underage test purchases (Maximum 20 premises).
* **Age Restricted Sale of Vape Products**:Conduct two rounds of overage test purchases (Maximum 20 premises), followed by the dissemination of letters and guidance to premises tested. Conduct one round of underage test purchases (Maximum 20 premises).
	1. Phase Two will include:
* **Awareness Campaign**: Run a county wide campaign that seeks to educate the public with tested and proven messages around illegal tobacco and e-cigarettes. The campaign will include the use of social and printed media to educate and generate intelligence to tackle supply. The campaign will take place between months 3 and 6 of the project and run for 6 weeks.
* **Training**: Provide train-the-trainer style training around illegal tobacco and e-cigarettes to the Council and relevant colleagues so that they may train Police Officers, Police Community Support Officers, Council Staff and other organisations. Resources will include a PowerPoint slide pack, and further materials the Supplier can use to increase awareness of reporting processes and relevant legislation.
* **Underage Sales**: Conduct a Challenge 25 mystery shopping exercise using the intelligence gathered in phase one. This element will focus exclusively on the underage sales of e-cigarettes (Maximum 20 premises).
* **Evaluation:** The Council will conduct an evaluation of the project. The Supplier will be expected to submit relevant reports and meet with the Council (virtually) to provide feedback following completion of phases one and two.

## Business Continuity and Disaster Recovery

* 1. The Supplier must have a Business Continuity plan in place to ensure the project work can be completed in its entirety within the six-month period.

## Statement of Requirements

* 1. The deliverables noted in Phase One must be completed within a period no longer than 12 weeks, starting at the beginning of the contract.
	2. The deliverables noted in Phase Two must be completed within the second half of the project lifecycle, beginning 8-12 weeks after the start of Phase One.
	3. Phase Two will not begin until Phase One is a minimum of 8 weeks into its 12 week lifecycle.
	4. All Supplier staff working on the project must be prepared to provide witness statements and evidence if required.
	5. All Supplier staff working on the project must be prepared to give evidence in court if required.
	6. The Suppliers designated Project Lead will be an experienced Trading Standards professional and/or have a background in Law Enforcement.
	7. The Project Lead will hold a recognised Trading Standards qualification (e.g Diploma in Trading Standards, Diploma in Consumer Affairs) and/or have demonstratable experience in the area of test purchasing.
	8. The Suppliers staff that work on the project must have extensive experience in enforcement, surveillance, or investigative services. We would also expect the Supplier to adhere to the Code of Practice [Age Restricted Products and Services: A Code of Practice for Regulatory Delivery (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/media/5f4e136be90e071c6bc53514/13-537-code-of-practice-age-restricted-products.pdf)

## Implementation Criteria

* 1. The Supplier will attend a mobilisation meeting with The Council prior to the beginning of the project to detail their project plan.

## Performance Monitoring and Review/Project Management

* 1. The Supplier will be available to attend monitoring meetings with The Council to report project progress every month that the project runs.
	2. The Supplier will complete monthly quality control returns, highlighting the RAG status of each deliverable objective.
	3. The Supplier will contribute to a project evaluation upon completion i.e virtual meetings, progress reports.

## Social Benefits

* 1. The deliverables included as part of this project will contribute to the disruption of the illicit tobacco and vape trade.
	2. Reducing access to illegal tobacco products, and age restricted legal products, will contribute to reducing smoking prevalence across North Northamptonshire.
	3. This project will link directly to the North Northamptonshire Council corporate plan, and its noted priorities: Better, Brighter Futures & Safe and Thriving Places

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

* 1. Due to the data management requirements associated with this requirement, a Data Processing Schedule is required as a part of providing the Service and/or Works.
	2. The Data Processing Schedule can be found at the Annexes of this Specification document.

# 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 | **Word Limit:** | N/A |
| 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. ***Important Note:*** *Potential Suppliers who answer “No” to any of the levels below will be eliminated from this procurement process.* |
| 3.1. (a) | Employer’s (Compulsory) Liability Insurance at no less than £5,000,000.*It is a legal requirement that all companies 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. |
| 3.1. (b) | Public Liability Insurance at no less than £5,000,000. | Choose an item. |
| 3.1. (c) | Professional Indemnity Insurance at no less than £2,000,000. | Choose an item. |

| **Requirements under Modern Slavery Act 2015** |
| --- |
| **Question 4:** | **Scoring Methodology:** | Pass/Fail | **Word Limit:** | N/A |
| 4.1. | 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 RfQ Response complies with the Modern Slavery Act 2015?***Important Note:*** *Potential Suppliers who answer “No” will be eliminated from this procurement process.* | Choose an item. |

| **UK General Data Protection Regulation (UK GDPR)** |
| --- |
| **Question 5:** | **Scoring Methodology:** | Pass/Fail | **Word Limit:** | N/A |
| 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 Mini Competition 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.***Important Note:*** *Potential Suppliers who answer “No” will be eliminated from this procurement process.* | Choose an item. |

| **Environmental** |
| --- |
| **Question 6:** | **Scoring Methodology:** | Pass/Fail | **Word Limit:** | N/A |
| 6.1. | Please can you confirm that you have read North Northamptonshire Council's Carbon Management Plan? The Council's Carbon Management Plan can be found here: <https://www.northnorthants.gov.uk/climate/carbon-management-plan>  | Choose an item. |

| **Social Value** |
| --- |
| **Question 7:** | **Scoring Methodology:** | 5% | **Word Limit:** | 750 |
|  | How will your organisation ensure that local community’s benefit from, and feel involved in, efforts to improve community safety and wellbeing? Examples include but are not limited to:* Recruiting test purchasers locally
* Increasing understanding of reporting mechanisms
* Using local residents in the campaign
* Extending training to community champions/connectors from disadvantaged communities
* Proactively helping to disrupt illegal activity

***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. |

| **Project Specific Questions: Suitability** |
| --- |
| **Question 8:**  | **Scoring Methodology:** | 35% | **Word Limit:** | 750 words |
| A requirement of this project is that the Supplier, and its staff, have extensive experience in conducting enforcement work. Please describe how your organisation meets this requirement. |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Specific Questions: Phase One** |
| --- |
| **Question 9:** | **Scoring Methodology:** | 25% | **Word Limit:** | 750 words |
| Describe your approach to completing phase one of this project. How will you ensure the objectives of this phase are met? |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Specific Questions: Phase Two** |
| --- |
| **Question 10:** | **Scoring Methodology:** | 25% | **Word Limit:** | 750 words |
| Describe your approach to completing phase two of this project. How will you ensure the objectives of this phase are met? |
| **Answer:** |
| Click to enter text. |
| **Word Count:** | Enter no. |

| **Project Specific Questions: Training and Campaign** |
| --- |
| **Question 11:** | **Scoring Methodology:** | 10% | **Word Limit:** | 750 words |
| Describe your experience of running campaigns and conducting training.  |
| **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 £52,500.
	2. Please complete the Pricing Schedule at Table H, below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.

* 1. The contract value will be **capped at £52,500 but may be less than this**.
	2. Please complete the Detailed Price Breakdown at Table I, below and include the itemised cost under each heading, as appropriate and any additional costs.
	3. All prices quoted must exclude VAT.
	4. 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.
	5. 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.

**Table H – Pricing Schedule**

| **Pricing Schedule** |
| --- |
|  | Phase One | £40,500 |
|  | Phase Two | £12,000 |
|  | Total Cost (A+B) | £52,500 |

# 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. |
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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 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 RfQ 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 subcontractor). This is important to the Council to ensure that any organisation who wishes to enter into a contract with the Council will be able 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 the responses provided to any questions at any time before award stage, where the Council believes there is a risk that responses might have changed. The Council reserves the right to disqualify any Potential Supplier who no longer meets the minimum 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.
				2. This will include details of the:
		1. Award criteria scores and feedback for the Potential Supplier receiving the notification; and
		2. Name of the Successful Supplier(s).

1. Once a RfQ Response has been submitted by the Potential Supplier(s) and accepted by the Council, all documentation pertaining to the agreement must be signed and sealed by all parties for the contract to be valid. The Council may withdraw any award of contract or offer(s) for contracts, where final contracts are not completed and sealed within six (6) months of formal notification of Contract Award.
2. The following documents shall form part of the contract between the Council and the Successful Supplier(s) (this list is not exhaustive):
	* 1. Specification;
		2. Terms and Conditions plus related Schedules (e.g., service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies, etc.);
		3. Pricing Schedule (as completed by the Successful Supplier(s));
		4. Response to requirements; and
		5. A list of commercially sensitive information.

## Appendix 1: Conditions of Contract

## Terms and Conditions

* 1. To open the embedded Terms and Conditions **double click on the document icon**, below.



## Appendix 2: Data Processing

## Data processing schedule

* 1. To open the embedded Data Processing Schedule **double click on the document icon**, below.

