

**Request for Quotation**

**Welcome Back Fund HIgh Street, Towns and local area App**

|  |
| --- |
| **This document has been returned by** |
| Click to enter **Organisation name**. |

**Contents**

[Section 1: Introduction 3](#_Toc93410622)

[1. General Requirements 3](#_Toc93410623)

[2. Rights of the Council in Relation to the RfQ 4](#_Toc93410624)

[3. Procurement Timetable 5](#_Toc93410625)

[4. Clarification Questions 6](#_Toc93410626)

[5. Quotation Responses 6](#_Toc93410627)

[6. Evaluation of Quotations 6](#_Toc93410628)

[7. Evaluation and Moderation of RfQ Responses 7](#_Toc93410629)

[8. Evaluation of Price and Quality (Award Criteria Questionnaire) 10](#_Toc93410630)

[9. Presentations and/or Clarifications 10](#_Toc93410631)

[10. Abnormally Low and/or Unsustainably High RfQ Responses 11](#_Toc93410632)

[11. Rejection and Disqualification of RfQs 12](#_Toc93410633)

[Section 2: Specification 15](#_Toc93410634)

[1. Introduction and Background 15](#_Toc93410635)

[2. Scope 15](#_Toc93410636)

[3. Continuity of Service 16](#_Toc93410637)

[4. Statement of Requirements 17](#_Toc93410638)

[5. Performance Monitoring and Review 19](#_Toc93410639)

[6. Social Benefits 19](#_Toc93410640)

[7. Data Management / General Data Protection Regulation (GDPR) 20](#_Toc93410641)

[Section 3: Supporting Information 22](#_Toc93410642)

[Section 4: Pricing Sheet 28](#_Toc93410643)

[1. Pricing and Costs 28](#_Toc93410644)

[Section 5: Freedom of Information 29](#_Toc93410645)

[Section 6: Declaration 31](#_Toc93410646)

[Section 7: Due Diligence 32](#_Toc93410647)

[Section 8: Contract Award 33](#_Toc93410648)

[Appendix 1: Conditions of Contract 34](#_Toc93410649)

[1. Terms and Conditions 34](#_Toc93410650)

# Section 1: Introduction

## General Requirements

* 1. West Northamptonshire Council invites quotations for the provision of retail business support across four (4) West Northamptonshire towns and the villages in between.
  2. The Council’s detailed requirements are defined in Section 2.
  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 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 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 one hundred and eighty (180) 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 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; and/or
     4. Choose not to award any contract or lot as a result of this procurement process.

## 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 B, below.

**Table A – Timetable**

| Activity | | Time and Date  (as applicable) |
| --- | --- | --- |
|  | Request for Quotation Documents issued | Friday, 21 January 2022 |
|  | Deadline for Questions / Clarification from Potential Suppliers | 17:00 on Friday, 28 January 2022 |
|  | Deadline to Provide Answers to Questions / Clarification from Potential Suppliers | Monday, 31 January 2022 |
|  | Deadline for Submission of Bids | 12:00 noon on Friday, 4 February 2022 |
|  | Evaluation of Bids Received\* | Friday, 11 February 2022 |
|  | Clarification Meetings (if required)\* | Tuesday, 15 February 2022 |
|  | Contract Award\* | Friday, 18 February 2022 |
|  | Pre-Contact Meeting(s)\* | Monday, 21 February 2022 |
|  | Contract Start\* | Friday, 25 February 2022 |
|  | Contract End\* | Sunday, 25 February 2024 |
|  | Continuation | Post-contract completion, there will be an ongoing annual review with termination clause as per the terms and conditions. |

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

## Clarification Questions

* 1. Any queries about this document, the procurement process, or the proposed contract itself, should be referred via e-mail to the Officer detailed in Table B, below, no later than the Deadline for Questions from Potential Suppliers date 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 A. Questions sent to the Council after this deadline may not be responded to.

## 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 B, below, no later than the Deadline for Submission of Bids date in Table A.

**Table B – Officer to Contact Regarding the Council’s Requirement**

|  |  |
| --- | --- |
| Name | Louis Devayya |
| Job Title | Senior Economic Growth Officer |
| Telephone number | N/A (Please send via email) |
| E-Mail address | economy@westnorthants.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. Based on the information provided by the potential suppliers, each compliant submission will be evaluated based on the following criteria:

**60% Price & 40% Quality.**

Percentage scored for quality and price will be added together, to give a total overall score. The bidder with the highest total overall score will be awarded the contract.

## 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. Any moderation meetings will be attended by the Evaluation Panel and a member of the Procurement Team, who will facilitate the moderation meeting.
  4. 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.
  5. All responses to the Scored Questions will be assessed against the Criteria set out in Table C, below.

**Table C – 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. An RfQ Response may be rejected, where the response to any Scored Question fails to achieve a score of 2 or more (as defined in Table D), even if it scores relatively well against all other criteria. This is because the Council requires a minimum quality threshold to ensure an overly low price does not skew an RfQ Response where the quality is fundamentally unacceptable. The overall pass percentage must be a minimum of 80%.
  2. 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.
  3. 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.
  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 D, below.

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

|  | **Section Headings** | **Weighting**  **Within Total** |
| --- | --- | --- |
| **Quality Questions (Weighting 40%)** | | |
| **Minimum Standard (Answered? Yes/No)** | | |
|  | Supporting Information | Answered? Yes/No |
|  | Contact Details and Declaration | Answered? Yes/No |
| **Minimum Standard (Pass/Fail)** | | |
|  | Insurance | Pass/Fail |
|  | Modern Slavery Act 2015 | Pass/Fail |
|  | General Data Protection Regulation (GDPR) | Pass/Fail |
|  | Social Value | Pass/Fail |
| **Project Specific Questions (40%)** | | |
|  | Please outline your proposed approach and methodology to meet the specification | 10% |
|  | Please describe how the skills of your team will allow you to deliver the requirements of the specification. You can refer to and attach single page CVs or other similar documents that demonstrates the team’s experience. | 10% |
|  | Please demonstrate your:  a. Track record and experience in delivering successful and sustainable outcomes for other locations with clear economic and community benefits via similar apps  b. Lessons learnt from previous schemes  c. Capabilities through testimonials and / or case studies demonstrating the impact of these schemes | 10% |
|  | What innovation and added value could you bring to this requirement? | 10% |
| **Price (Weighting 60%)** | | |
|  | Total Cost | 60% |
|  | **Grand Total** | **100%** |

## Evaluation of Price and Quality (Award Criteria Questionnaire)

* 1. Maximum available percentage for quality is 40%. The maximum weighted percentage for each question is detailed within Table D.

The Potential Provider’s response to each question or submission will be evaluated and scored a maximum of 4 marks. The score will be converted to a percentage e.g. where maximum percentage score is 25%, a score of 4 would equate to 25% etc.

8.2 Maximum available percentage for price is 60% and has a capped budget of ***£50,000***.

Price will be calculated as follows:

The Potential Provider with the lowest overall compliant price will be awarded the full score of 60%. All other bids will be scored in accordance with the following calculation:

An example is provided below. This example is based on a 30% price weighting where the lowest compliant price is £20,000.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Bid Price** | **Price Calculation** | **Price score %** |
| Potential Provider 1 | 20,000.00 | =60% (lowest compliant price) | 60.00 |
| Potential Provider 2 | 25,000.00 | =(20,000/25,000)\*100=80 60\*80/100 | 48.00 |
| Potential Provider 3 | 40,000.00 | =(20,000/40,000)\*100=50 60\*50/100 | 30.00 |

**N.B. Any minus score will be scored as ‘0’.**

## 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 A;
     2. contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the RfQ provided;
     3. contains handwritten amendments which have not been initialled by the authorised signatory;
     4. does not reflect and confirm full and unconditional compliance with all of the documents issued by the Council forming part of this RfQ;
     5. 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;
     6. contains any alterations or additions to any documents issued by the Council forming part of this RfQ;
     7. cannot commit to achieve any Key Dates for elements and/or milestones etc. as set out in the Council’s Specification;
     8. is not submitted in a manner consistent with the provisions set out in this RfQ;
     9. fixes or adjusts the amount of its RfQ Response by or in accordance with any Conditions of Contract or arrangement with any other party;
     10. 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);
     11. 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;
     12. 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;
     13. commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972;
     14. 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;
     15. 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);
     16. fails to comply fully with the requirements of this RfQ or makes a misrepresentation in any information supplied in their RfQ Response;
     17. there is a change in identity, control, financial standing or other factor impacting on the selection and or evaluation process affecting the RfQ Response;
     18. 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";
     19. 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;
     20. Fails to declare their organisation or any other person has powers of representation, decision or control in the organisation;
     21. 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
     22. 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

* 1. The COVID19 Pandemic has had unprecedented impact on local High Street retail across the Country. HM Government Department for Levelling Up, Housing and Communities, (hereafter referred to as “DLC”) has made funds available to local authorities to support the High Street via the Welcome Back Fund (hereafter referred to as “WBF”).
  2. This funding is available to support the project’s delivery until Thursday, 31st March 2022, subject to any variation in timescales and outcomes announced by DLC. These funds are drawn from the European Regional Development Fund (hereafter referred to as “ERDF”), and this document outlines how this project will deliver and meet ERDF contractual requirements.
  3. As the UK begins to emerge from the COVID-19 pandemic and the long-term impacts surface, West Northamptonshire faces many challenges and needs to recover and adapt to ensure it remains a vibrant place to live, work, visit and invest. Consumer behaviour has been forced to change and many have embraced digital technologies to shop, engage, socialise and find information. It is unlikely that this trend will change.
  4. In West Northamptonshire we are looking for ways to promote the message that our high streets and local areas are ‘open, healthy and safe to visit’. The aim is both to encourage people to return to shops, local parks and venues around our towns whilst reminding them of the need to continue to observe social distancing guidance.

## Scope

* 1. This specification sets out the vision of West Northamptonshire Council, to offer enhanced business support for retailers across the four (4) principal towns of West Northamptonshire, with a focus on small and independent retailers.
  2. The aim of this programme is to address the challenges that continue to face the sector due to the pandemic in the context of ongoing challenges and changes to High Street retail with the mixed markets of virtual and physical stores.
  3. To encourage people back to our town centres reassuring them that they can be enjoyed safely and reminding them of the benefits of supporting the local economy.
  4. To support our local economy by:
     1. Increasing footfall
     2. Increasing dwell time and spend in our local towns
     3. Encouraging people to shop locally
     4. Increase engagement with local tourism and cultural events
     5. Increase overnight visitors and benefit the night-time economy
     6. Disseminate essential safety information on behalf of the Council and key stakeholders
  5. To generate additional data to enable better understanding of the usage of town centres and the local area which can be used to inform and strengthen future recovery and regeneration efforts.
  6. To provide real time information to the local community and visitors to ensure that town centres and wider offer across West Northamptonshire is well understood and can thrive in a safe manner
  7. To enhance nature-based rural tourism and the wider visitor economy to counterbalance town centres

## Continuity of Service

* 1. At least ten (10) Working Days prior to the Contract Start Date, the Supplier shall prepare and deliver to the Council, for approval, a plan detailing the processes and arrangements that the Supplier shall follow to:
     1. ensure continuity of the business processes and operations supported by the Service, following any failure or disruption of any element of the Service; and
     2. the recovery of the Service in the event of a disaster.
  2. In the event of a complete loss of service, or in the event of a disaster, the Supplier shall immediately implement the Service Continuity Plan (and shall inform the Council promptly of this).
  3. The service must be planned with the full knowledge of the ongoing pandemic and its impacts and have planned mitigations prepared that anticipate developments such as increased local restrictions and/or lockdown, as well as the consequences of COVID-19 on continuity of service.
  4. This applies firstly to the Supplier’s business model for this service, but must also be considered in servicing client businesses who may experience different pandemic impacts and disruption
  5. In addition, as part of ongoing business resilience the Supplier should ensure that they have a plan in place to oversee:
     1. Quality control relating to the publishing model and interface with the Council
     2. Brand awareness and proper approach to the corporate communications team for signed off on the branding
     3. Website domain renewal for the duration of the contract and associated certification for dependencies within the app
     4. Mitigations to ensure resilience if there are staff changes at the supplier to ensure service continuity

## Statement of Requirements

* 1. West Northamptonshire Council is inviting tenders from suitably qualified & experienced organisations for the delivery of a West Northamptonshire digital app that enables residents and visitors to connect to what is happening in the area and to find information easily.
  2. The App should allow businesses to communicate with consumers, offer incentives for digital e-commerce as well as in-person benefits to increase digital purchases as well as increase footfall
  3. Consumers should be able to click and collect, order deliveries and increase the ability for businesses to supply goods to consumers, despite the impact of a lockdown
  4. The app should link to live data sources to enable app users to access up-to-date information to help them plan their trips. The app needs to be sustainable financially and be able to be expanded in the future, but in addition the Council needs to retain the right in the future to either fully adopt, migrate or shut down the service.
  5. At the end of the contract the option should be available for the Council to own the rights and Intellectual Property of the app and service without any additional charge.
  6. The app must meet EN 301 549, Public Sector Bodies Accessibility Regulations 2018 and conform to Web Content Accessibility Guidelines 2.1
  7. A comprehensive, pro-active marketing and onboarding campaign led by the app developer to market and engage businesses at no cost to the business.
  8. The target market is predominantly the four (4) principal West Northamptonshire towns, or businesses moving into them during the Contract term.
  9. The four (4) towns are defined as
     1. Brackley;
     2. Daventry;
     3. Northampton;
     4. Towcester;
  10. Specific examples of the services to highlight through the app are:
      1. Shopping – offers from bricks and mortar retailers, market traders.
      2. Tourism, event businesses, local hospitality venues, Council run Country Parks, Art Galleries and Museums etc to post offers, promote campaigns and events.
      3. Food and drink offer, allowing local producers, outlets and venues to promote themselves.
      4. A loyalty scheme for all the above to engage with.
      5. Training for businesses on how to use the service and maximise the impact.
      6. Engagement activities to ensure strong business take up.
      7. Information on local amenities e.g. parking, toilets, leisure facilities, e-charging points, public transport locations including bus stops and railway stations including traffic and travel problems e.g. via interface with Highways England or other live travel information.
      8. Details of local walking and cycling trails / routes, both inside of a town and across the region, with scope for ‘town trails’ and similar to be devised. Existing South Northamptonshire walking guides can be provided by West Northamptonshire Council.
      9. The app should allow heritage and historical information and trails either to be built and/or promoted through the interface
      10. Interface to 3rd party apps such as VOI (e-Scooters/e-Bikes), Stagecoach and East Midlands Railways to promote active travel and reduction private vehicle use as well as other 3rd party links that complement the target users of the app (ie businesses as listed here).
      11. Disability friendly – e.g. highlights accessibility both in interface (the GUI and navigation) and in the promotion of disability friendly activities, venues and transport.
      12. Details of region-wide nature-based activities or opportunities, e.g. such as cycle hire, bird watching, in order to balance out town usage and concentrations.
      13. PUSH and other notification services should be deployed to give real-time guidance and offers, e.g. to a nearby town, event or venue with link to directions, walking time, travel options.
      14. Messaging to businesses and app users (community and visitors) in order to support the dissemination of safety messaging and support the safe re-opening and ongoing enjoyment of town centres, high streets and key public open spaces in and around towns. E.g. other sections of the Council such as Public Health and Environmental Health, Highways to have the ability to input information and alerts.
      15. Link to current campaigns and branding including; Love Northampton, Love Daventry, West Northamptonshire Employment Support Service, Economy Team business support functions and all future iterations
  11. The App development must meet or exceed the following technical and development requirements:
      1. A content management system and processes for ongoing content management, with the proposal detailing who will be responsible for content changes and how the process will work
      2. Clear explanation of content requirements for content integration as part of the set-up process
      3. Training in use of the app and content management/dashboard and reporting system
      4. Approaches to promoting the offer to businesses and then to users
      5. Data management protocols, including data security, GDPR compliance
      6. Data analytics tools included within the package
      7. Milestones indicating the process from commissioning to going live
      8. A proposal to sustain the app financially in the future
      9. A proposal for future expansion or development of the app

## Performance Monitoring and Review

* 1. Monthly reporting meetings will take place, at which the service performance will be discussed.
  2. The supplier will be paid the value of the app once initial drafts of the app have been created and is ready to be taken to businesses to register on
  3. For the reporting meetings, the Supplier must prepare a Report on the following items:
     1. Number of businesses onboard, monitoring trends and increases/dropouts;
     2. Number of downloads and active users (two separate indicators)
     3. Type of engagement – e.g. by type of outlet, experience, location
     4. Geographical split (to monitor and seek fair and even spread as far as possible across the four (4) towns and wider local area).
     5. Sector demographics and business scale demographics, including but not limited to; sector, amount of activity.
     6. Marketing, networking, and other promotional activity undertaken;
     7. Training and support offered to new businesses and issues highlighted and resolved
     8. Problem solving – e.g. down time, compatibility issues, interfaces with 3rd party APIs etc.
     9. Support for APP users – issues logged and resolved.
     10. Feedback from businesses via formal and informal feedback exercises; and
     11. Any other issues reported by businesses or app users
  4. **Performance Indicators and Management** over the duration of the contract**:**
     1. Regarding KPIs kindly demonstrate what benchmarks will be reached using the marketing plan,
  5. Regarding downloads, user interaction and above metrics, please forecast how the App will perform on a quarterly basis for the first year and include a forecast for following years.

## Social Benefits

* 1. The Supplier must ensure, as much as possible, that the programme seeks to grow and strengthen local networks whether existing business networks, or the creation of new networks and groups.
  2. This may be achieved through the growth and/or creation of local supply routes.
  3. The Supplier must be considerate of the environmental impact of the service and aim to minimise greenhouse emissions through travel, energy consumption and promote environmental and social awareness to participants by modelling this through its operational model.
  4. The Supplier must demonstrate that they are aware of personal wellbeing and Mental Health with the ability to guide clients towards further support. The Supplier must be affirming of Equality and Diversity, both in promoting access to the programme and supporting clients through the programme.

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

* 1. The Potential Supplier shall comply with any further written instructions with respect to processing by the Council.
  2. Any such further instructions shall be incorporated into the Schedule at Table F, below.

**Table E – Schedule of Processing for Data Subjects**

| **Description** | **Details** |
| --- | --- |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, each Party shall act as a Data Controller in respect of the Processing of Personal Data on its own behalf and in particular each shall be a Data Controller of the Personal Data acting individually and in common |
| Subject matter of the processing | The processing is needed to ensure that the Processor can effectively deliver the contract to provide a service to the Council’s customers. The subject matter may include Personal Data relating to recipients of the Services or in respect of any matter on which the Services are being sought or which is otherwise relevant to the provision of the Services. |
| Duration of the processing | The processing of Personal Data by the Supplier and Key Subcontractor will be carried out for the period during which the Services are required and any period during which the Supplier is required to maintain records in accordance with this Agreement and any regulatory and legal requirements |
| Nature and purposes of the processing | The processing of Personal Data will include the transmission of Personal Data relating to Data Subjects required in order for the Supplier to effectively provide the Services. It may involve being processed on systems of the Supplier for the purposes of delivering the Services.  The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) in order to supply the Services. |
| Type of Personal Data being Processed | Personal Data may include special categories of Personal Data dependent on the Services being provided and the nature of the Personal Data required to be processed in order for the Services to be provided, including but not limited to, name, address, date of birth, contacts details, telephone number and email address of the Data Subject |
| Categories of Data Subject | Personal Data may include special categories of Personal Data dependent on the Services being provided and the nature of the Personal Data required to be processed in order for the Services to be provided This is will include customers of the service, and may include their key clients or suppliers. |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data | Any Personal Data of Data Subjects shall be retained by the Supplier only for as long as is necessary for the performance of the Services and/or in compliance with the management information retention provisions (if applicable) set out in this Agreement. All Personal Data shall be either destroyed or returned on termination of the Services unless longer retention is required by Law |

# 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 £10m  *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 £5m | | | | Choose an item. | |
| 3.1. (c) | Professional Indemnity Insurance at no less than £2m | | | | Choose an item. | |
| 3.1(c) | cyber risk policy with a limit of indemnity of not less than £10,000,000 | | | | 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.  5.2 | 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.*  The Supplier is required to confirm whether personal information is required in relation to its performance of this contract. If required, please outline how the access and protection of this will be compliant with General Data Protection requirements operating on behalf of the Council. This may require a subsequent Data Protection Impact Assessment exercise between the Supplier and The Council. Any issues highlighted will need to be addressed as appropriate | | | | Choose an item. | |

| **Social Value** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Question 6:** | | **Scoring Methodology:** | Pass/Fail | **Word Limit:** | N/A |
| 6.1. | Having read the specification what community benefits, will your organisation provide as part of your proposal? Examples include but not be limited to:   * Sub-contracting locally; * Improvements to the area covered by North Northamptonshire; and/or * Use of apprenticeships.   ***Important Note:*** *Where the Potential Supplier answers in such a way, as to avoid this requirement, but still provides an answer (e.g., “we are unable to offer any benefits as a part of this Contract”), they will be deemed to have not answered the question, which may lead them failing this question and being rejected from the process.* | | | | |
| **Answer:** | | | | | |
| Click to enter text. | | | | | |

| **Project Specific Questions** | | | | |
| --- | --- | --- | --- | --- |
| **Question 7:** | **Scoring Methodology:** | 15% | **Word Limit:** | 2000 words |
| Please outline your proposed approach and methodology to meet the specification | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

| **Project Specific Questions** | | | | |
| --- | --- | --- | --- | --- |
| **Question 8:** | **Scoring Methodology:** | 10% | **Word Limit:** | 2000 words |
| Please describe how the skills of your team will allow you to deliver the requirements of the specification. You can refer to and attach single page CVs or other similar documents that demonstrates the team’s experience. | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

| **Project Specific Questions** | | | | |
| --- | --- | --- | --- | --- |
| **Question 9:** | **Scoring Methodology:** | 10% | **Word Limit:** | 1000 words |
| Please demonstrate your:  a. Track record and experience in delivering successful and sustainable outcomes for other locations with clear economic and community benefits via similar apps  b. Lessons learnt from previous schemes  c. Capabilities through testimonials and / or case studies demonstrating the impact of these schemes | | | | |
| **a. Please demonstrate your track record and experience in delivering successful and sustainable outcomes for other locations with clear economic and community benefits via similar apps** | | | | |
| Click to enter text. | | | | |
| **b. Please demonstrate any lessons learnt from previous schemes** | | | | |
| Click to enter text. | | | | |
| **c. Please demonstrate your capabilities through testimonials and / or case studies demonstrating the impact of these schemes** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

| **Project Specific Questions** | | | | |
| --- | --- | --- | --- | --- |
| **Question 10:** | **Scoring Methodology:** | 5% | **Word Limit:** | 500 words |
| What innovation and added value could you bring to this requirement? | | | | |
| **Answer:** | | | | |
| Click to enter text. | | | | |
| **Word Count:** | | | | Enter no. |

# Section 4: Pricing Sheet

## Pricing and Costs

* 1. Please complete the Pricing Schedule at Table G, below, ensuring that you have provided a fixed and firm cost in each of the relevant boxes.

* 1. Separate mileage costs will not be paid as a part of this contract and the Supplier must allow for mileage costs within their hourly rate.
  2. All prices quoted must exclude VAT.
  3. Should you be successful, your fixed cost for the contract must be included in your RfQ Response and any costs which are not included will not be met by the Council either before or during the contract.
  4. Where the Council considers a price to be abnormally low, it may seek clarification and/or an explanation from the Potential Supplier, and the Council may reject any RfQ Response, at its absolute discretion, if it appears to be unreliable.

**Table G – Pricing Schedule**

| **Pricing Schedule** | | |
| --- | --- | --- |
|  | Total Cost | £ |

# 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 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 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 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. The following documents shall form part of the contract between the Council and the Successful Supplier(s):
   * 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);
     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.

