**9TH February 2022**

**West Berkshire District Council**

<https://in-tendhost.co.uk/westberks>

Request for Quotation

|  |
| --- |
| Active Travel Capabilities Fund: Adult Behaviour Change Study |
| Quotation for: Elisabeth Gowens and April Peberdy |
| QUOTATION RETURN DATE AND TIME: 2nd March at 12:00pm (midday) |



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# Introduction and background

## **Contents of the RFQ**

This request for a quotation (RFQ) comprises:

* Quote completion requirements, evaluation model, specification and schedules.
* Draft contract and schedules.
* Technical and commercial questions (if appropriate).

## **Scope of the Project**

West Berkshire District Council is seeking to commission an organisation with expertise in the area of active travel and behaviour change to conduct a study into the facilitators and barriers of active travel for the adults of West Berkshire. The specification is included as schedule 2.

## **Contract term**

The anticipated service commencement date is 28th March 2022 although the exact date is to be determined.

## **Purpose and scope of this RFQ**

This RFQ:

* Asks Contractors to submit their Quotes in accordance with the instructions set out in the remainder of this RFQ.
* Sets out the overall timetable and process for the procurement to Contractors.
* Provides Contractors with sufficient information to enable them to submit a compliant quotation (including providing templates where relevant).
* Sets out the Award Criteria and the Quotation Evaluation Model that will be used to evaluate the Quotes.
* Explains the administrative arrangements for the receipt of Quotes.

## **Clarifications about the Services or RFQ**

Any clarifications relating to this RFQ must be submitted through the e-tendering portal. Contractors should ensure that they do not identify their organisation when submitting clarification questions. Clarification questions will be available to all to see.

The Council will respond to all reasonable clarifications as soon as possible through publishing the Contractors' questions and the Council's response to them on the e-tendering portal. If a Contractor wishes the Council to treat a clarification as confidential and not issue the response to all Contractors, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Contractor and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Contractors.

The deadline for receipt of clarifications relating to the Service or this RFQ is set out in paragraph 2.

Contractors are advised not to rely on communications from the Council in respect of the Services or RFQ unless they are made in accordance with these instructions.

## **Clarifications about the contents of the Quotes**

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a Contractor’s Response during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Contractors are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Quotation non-compliant.

# Quotation Timetable

## **Key dates**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Contractors are treated equally.

The key dates for this procurement (Timetable) are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Dispatch of RFQ | 9th February 2022 |
| Deadline for receipt of clarifications | 23rd February 2022 |
| Target date for responses to clarifications | 28th February 2022 |
| Deadline for receipt of Quotes | 2nd March 2022 at midday (noon) |
| Evaluation of Quotations | w/c 7th March 2022 |
| All Contractors informed | By 11th March 2022 |
| Confirm contract award | 21st March 2022 |
| Contract start | 28th March 2022 |

### Contractors should note that this is an indicative timetable and process only and the Council reserves the right to amend this process and timetable at its absolute discretion.

Contractors are required to keep their Quotation Responses valid for acceptance for a period of [120] days from the close date of receipt of Quotation Responses.

## **Deadline for receipt of Quotations**

Responses to this RFQ must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Quote received after the Deadline shall not be opened or considered. The Council may, however, in its own absolute discretion extend the Deadline and in such circumstances the Council will notify all Contractors of any change.

## **References**

Contractors are requested to supply details of two references. References may be used to verify the technical proposals put forward in the Quotation Response and will not be scored.

[The Council reserves the right to seek references from any of the Contractor’s customers, including the Council, whether or not the Contractor has listed such customers as referees.]

# Quotation completion information

## **Formalities**

All documents comprising the Quote must be completed and uploaded to the e-tendering portal by the Deadline.

### Quotation Responses received by any other means (for example, post, email or fax) will be rejected.

### Specifications, data, documentation or other technical or business information (“Information”) furnished or disclosed to the Contractor hereunder shall be deemed to be the Council's property.

The following requirements must be adhered to when submitting Quotations:

* The pages of the Quotation documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
* Any additional pre-existing material which is necessary to support the Quote should be included as schedules with cross-references to this material in the main body of the Quote. Cross-references to this RFQ should also be included in the Quote whenever this is relevant, and clearly stated.
* Where documents are embedded within other documents, Contractors must upload separate copies of the embedded documents.
* The Quote must be in English and drafted in accordance with the drafting guidance set out in this RFQ.
* A table of contents must be provided.
* The Quote must be fully and clearly cross-referenced.
* A list of supporting material must be supplied.

The Quote must be clear, concise and complete. The Council reserves the right to mark a Contractor’s Quotation Response down or exclude them from the procurement if its Quote contains any ambiguities, caveats or lacks clarity. Contractors should submit only such Information as is necessary to respond effectively to this RFQ. Quotes will be evaluated on the basis of Information submitted by the Deadline.

The Contractor must upload a duly executed Form of Quotation (*Schedule 4*). Where the Contractor is a company, the Quote must be signed by a duly authorised representative of that company. Where the Contractor is a consortium, the Quote must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, they should sign and give their name in full together with the name under which they are trading.

## **Executive summary**

Each Contractor must also provide an executive summary of its Quote. Each Contractor must include in its executive summary:

* An outline of the way in which the Council's requirements are to be met by its proposal.
* A summary of all the services offered by the Contractor in response to the RFQ.
* An overview of the Contractor’s overall costs and proposals in relation to pricing.
* A clear statement of whether it is a consortium or a group of companies with one supplier.
* A clear statement of its commitment to meet the Council's requirements and the pricing, payment and performance model.
* Confirmation that the Quote(s) will remain open for a period of 120 days.
* Any other requirements of the Council (for example, certificates of non-collusion, non-canvassing and so on).

If changes subsequently occur in relation to the statements set out in the executive summary, the applicable Contractor must promptly notify the Council of them. The Council reserves the right to disqualify any Contractor that fails to duly notify the Council. Contractors are also reminded of the eligibility requirements that apply to the procurement process at all times. In particular, these include the provisions set out in regulation 57 of the PCR 2015 (including for below threshold procurements). Any change in the eligibility of a Contractor must be notified immediately to the Council in writing and may result in that Contractor being disqualified from any further participation in the procurement process.

## **Submission of Quotations**

Each Contractor must submit one Quote Response

The Quotation Response must meet the Council's minimum requirements, operate as a standalone quote and not be dependent on any other quote or any other factors external to the Quote Response itself. That is, the Quotation Response must be capable of being accepted by the Council in its own right.

## **Contract terms**

The draft Contract that the Council proposes to use is attached at *Schedule 1*. By submitting a Quote, Contractors are agreeing to be bound by the terms of this RFQ and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Contractor’s Response unworkable, the Contractor should submit a clarification in accordance with paragraph 1.5 and the Council will consider whether any amendment to the Contract is required. Any amendments shall be published through the portal and shall apply to all Contractors. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Contractors should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Quotation.

## **Documents forming the Contract**

The following documents shall form part of the Contract between the Council and the Contractor:

* Contract and its schedules.
* Specification.
* Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies and so on).
* A pricing model (as completed by the Contractor).
* Responses to requirements **OR** method statement questions (as completed by the Contractor).
* A list of commercially sensitive information (as completed by the successful Contractor).

## **Quotation Compliance Checklist**

## Contractors must ensure the items in Schedule 9 Compliance Checklist are returned. Failure to include any of the mandatory items by the Deadline may render the Quotation non-compliant.

## All Quotes received by the Deadline will be checked for compliance with the submission requirements set out in this RFQ. If the Council does not consider a Quote compliant, it reserves the right not to carry out any further evaluation and may eliminate the Contractor from the procurement.

## You must respond to all of the questions in this document, ensuring that the numbering and order remains the same. You should ensure your answers are as clear and concise as possible, limiting your answer to no more than the maximum words count stated.

## [Each of the question headings refer to the headings within the Specification.]

## All proposals contained in a Quotation must be capable of delivery and the Quote must have commitment from within the Contractor’s organisation.

## Where a section of a Quote is duplicated between a different section contractors may cross-refer to the part of their Quote where the information has been provided, rather than repeat that information for each section. This should be clearly referenced.

## **Warnings and disclaimers**

While the information contained in this RFQ is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this RFQ (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Contractor. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

If a Contractor proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this RFQ, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.

## **Confidentiality and Freedom of Information**

This RFQ is made available on condition that its contents (including the fact that the Contractor has received this RFQ) is kept confidential by the Contractor and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Contractor to submit a Quotation.

As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Contractors are advised that documentation provided by them in response to this RFQ and other documentation supplied by them in connection with this procurement may be the subject of a request for information under the FOIA or the EIR.

Contractors are required to specify (with reasons) any information contained in their proposals or quote which they regard as falling within any of the exemptions from disclosure specified under FOIA/EIR including (without limitation) information provided in confidence by completing the form in Schedule 3 of this RFQ. Contractors are required to state which provisions of FOIA/EIR apply to the information identified above.

Contractors are to make sure any information that is considered commercially confidential is clearly marked as such. The front page of the document must be clearly marked "“In confidence – not to be circulated"” (and any document, submission or each relevant page of the document must also be marked “commercially confidential”). Information marked as confidential should be limited to that which is genuinely confidential and which may be exempted from disclosure under FOIA/EIR. Contractors are to be aware that any document, submission, proposal or quote that indicates that all of the information provided in it is confidential, without a clear and substantive justification, is unlikely to be acceptable to the Council. Contractors are to also be aware that even where information is identified as confidential and/or commercially sensitive the Council may be required to disclose such information in accordance with FOIA or the EIR.

If the Council receives a request under FOIA or the EIR for the release of information which has been provided by a Contractor, the Council shall consult with the relevant Contractor to inform its decisions regarding any exemptions as they may relate to the quote and including any subsequent iterations of that detailed quote submitted by a Contractor to the Council in the course of this procurement but otherwise use reasonable endeavours to consult with the relevant Contractor as soon as practicable where it considers that the requested information may include exempt information relating to that Contractor. Where the Council consults with the Contractor, the Contractor must respond to the Council’s requests within three (3) working days (unless otherwise agreed by the Council), in order that the Council may comply with its obligation to answer the request within the relevant time limit.

The Council shall be responsible for determining, at its absolute discretion, whether such exemption is to apply and Contractors agree to comply with any such decision taken by the Council.

The Council shall not be liable for any loss, damage, harm or other detriment however caused arising from any disclosure of information under FOIA, the EIR or other legislation governing access to information including but not limited to guidance notes and codes of practice issued by the Information Commissioner.

Contractors are recommended to take their own independent legal advice regarding the effect of the FOIA and the EIR.

Contractors should be aware that the Council may comply with the Government’s Transparency Agenda by publishing procurement documentation and contracts on appropriate publicly accessible websites. The procurement documents, the fact that the Contractor has submitted a quote and the text of any Contract awarded may therefore be published (subject to possible redactions at the Council’s discretion, relating to information which is exempt from disclosure under the FOIA and the EIR).

## **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Quote, its contents or any proposals relating to it without the prior written consent of the Council.

## **Contractor conduct and conflicts of interest**

Any attempt by Contractors or their advisors to influence the contract award process in any way may result in the Contractor being disqualified. Specifically, Contractors shall not directly or indirectly at any time:

* Devise or amend the content of their Quote in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
* Enter into any agreement or arrangement with any other person as to the form or content of any other quote, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other quote.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a quote.
* Canvass the Council or any employees or agents of the Council in relation to this procurement.
* Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Contractor or quotation.

Contractors are responsible for ensuring that no conflicts of interest exist between the Contractor and its advisers, and the Council and its advisors. Any Contractor who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

## **Council's rights**

The Council reserves the right to:

* Waive or change the requirements of this RFQ from time to time without prior (or any) notice being given by the Council.
* Seek clarification or documents in respect of a Contractor’s submission.
* Disqualify any Contractor that does not submit a compliant Quotation in accordance with the instructions in this RFQ.
* Disqualify any Contractor that is guilty of serious misrepresentation in relation to its quotation or the quotation process.
* Withdraw this RFQ at any time, or to re-invite Quotes on the same or any alternative basis.
* Choose not to award any Contract as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## **Bid costs**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Contractor in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

## **Anti-Competitive Behaviour**

### In order to create a level playing field for Contractors, the Council may require evidence from Contractors that their arrangements are not anti-competitive. The Council reserves the right to require Contractors to comply with any reasonable measures such as may be needed to verify that no anti-competitive arrangements are in place.

### Any evidence of any anti-competitive behaviour could result in Contractors being disqualified from the procurement process.

### The above requirements are supplementary to the requirement to provide a Certificate of Undertaking and Absence of Non-collusion, a copy of which is provided at Schedule 5.

## **Governing Law**

### All quotation discussions with Contractors will be conducted, and all documents, proposals and quotations will be prepared, in the English language. The procurement process and any contract arising will be subject to English law and the exclusive jurisdiction of the English courts.

## **Specification of Standards**

## Where reference is made to an International, European or British Standard then a Contractor may propose an equivalent to any of these, provided that its proposal offers equivalent guarantees of safety, suitability and fitness for purpose to those specified.

# Quotation evaluation model

## **Quotations Received**

After the formal quotation opening, each quotation response will be checked for completeness and compliance. The Council reserves the right to reject a quotation response and/or disqualify a Contractor where the response is incomplete or non-compliant, including where the quotation response is submitted late, is completed incorrectly, is materially incomplete, does not meet the essential criteria, is submitted in any other format other than specified.

## **Award Criteria and Evaluation Criteria**

Any Contract awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Council. The Award Criteria (**Award Criteria**) are:

* 70% technical or quality (maximum of 70 points available)
* 30% cost (maximum of 30 points available)

A maximum of 100 points are available within this quotation.

Scores are arrived at following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Contractor’s Response.

Contractors are required to submit a quotation strictly in accordance with the requirements set out in this RFQ, to ensure the Council has the correct information to make the evaluation. Evasive, unclear or hedged quotations may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Contractor of the terms set out in this RFQ.

The Quotation Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Tender Evaluation Questions** | **Marks available** | **Weighting (Multiplier)** | **Possible Total Score** |
| 6.1 Company details | n/a | n/a | Information only |
| **Essential Criteria** |  |  |  |
| 6.2a) Ability to Deliver | Pass/Fail | n/a | Pass/Fail |
| 6.2b) Acceptance of T&Cs | Pass/Fail | n/a | Pass/Fail |
| 6.2c) Insurance | Pass/Fail | n/a | Pass/Fail |
| 6.2d) Financial Stability | Pass/Fail | n/a | Pass/Fail |
| 6.2e) Exclusion Criteria | Pass/Fail | n/a | Pass/Fail |
| 6.2f) References | n/a | n/a | Information only |
| **Assessment Questions** |  |  |  |
| 1. Service Delivery | 5 | 3.5 | 17.5 |
| 2. Monitoring | 5 | 3.5 | 17.5 |
| 3. Equalities | 5 | 3.5 | 17.5 |
| 4. Partnership | 5 | 3.5 | 17.5 |
| **Quality Evaluation 70%** |  | **70** | |
| **Price Evaluation 30%** |  | **30** | |
| **Total Available Marks** |  | **100** | |

## **Evaluation process**

**Technical or quality evaluation**

The technical evaluation will be scored in accordance with the table below. A total of 70 points are available for technical criteria which equates to 70% of the total score.

**Scoring matrix for the technical and quality criteria**

|  |  |  |
| --- | --- | --- |
| Score | Classification | Definition |
| 0 | Unacceptable | No response, or totally unacceptable and does not meet the requirement in any way, such that the Contractor should be failed at this point and not considered further. |
| 1 | Inadequate | Substantially unacceptable and does not meet the Council’s expectations in some significant areas. Considerable reservations of the relevant ability, understanding, skills, resources and quality measures. |
| 2 | Weak | Weak response that does not fully meet the Council’s requirements. Response may be minimal with little or no detail or evidence given to support and demonstrate sufficiency or compliance. Some minor reservations of the Contractor’s relevant ability, understanding, skills, resources and quality measures to provide the service required. |
| 3 | Satisfactory | Response largely covers the Council's requirements and some, but patchy or brief, evidence is given to support the answers. |
| 4 | Good | Criteria in the specification are met and evidence is provided to support the answers demonstrating sufficiency, compliance and either actual experience or a process of implementation. |
| 5 | Excellent | Exceptional response that inspires confidence, and indicates high level of commitment and benefits to be provided. Response is clearly demonstrated and evidenced. Full evidence provided to show how the service will be achieved, either by demonstrating past experience or through clear process of implementation. Response may also identify factors that will offer potential added value, and with evidence to support this. |

**Pricing evaluation**

A total of 30 points are available for price which equates to 30% of the total score.

The Contractor with the lowest cost quotation will be given the maximum score available for price. Other Contractor’s quotes will be evaluated and given a score by dividing the lowest Contractors quote (L) by their higher quoted price (H) and the result multiplied by the maximum score available (30) for that criteria. One total financial score will be awarded to each Contractor.

|  |  |
| --- | --- |
| Tender Price | Score |
| Lowest annual price (L) | Maximum Number of Marks Available for Price 30 marks |
| Higher annual price (H) | L/H x (Number of Maximum Available Marks for Price) |

Mathematical errors detected in the submission of Financial Offers will be corrected in the following manner:

1. If there are errors in the addition of costs, the total is corrected and the correct amount reflected in the total bid price;
2. Any Tenderer affected by mathematical errors will be told immediately and given the corrected bid price. Proposals must confirm their acceptance of this modification otherwise their bid will be rejected.

# Assessment questions for completion by Contractors

See Questions attached in Schedule 6

Schedule 1: Terms and conditions / Draft contract (see attached Short form terms for services)

Schedule 2: Specification (attached)

Schedule 3: Commercially sensitive information

I declare that I wish the following information to be designated as commercially sensitive [and to be appended to the Contract at Schedule [NUMBER]].

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under FOIA is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

|  |
| --- |
|  |

|  |  |
| --- | --- |
| SIGNATURE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NAME (PRINT): | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| POSITION: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| COMPANY: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Schedule 4: Form of Quotation - Quotation Certificate

|  |  |
| --- | --- |
| TO: WEST BERKSHIRE DISTRICT COUNCIL | |
| DATE: [DATE] | |
| PROVISION OF: [TITLE OF CONTRACT] | |
|  | |
| 1. We [INSERT NAME[S]] the undersigned, having examined the RFQ and all other schedules, do hereby offer to provide [INSERT] as specified in those documents and in accordance with the attached documentation to the Council commencing [INSERT DATE] and continuing for the period specified in the Contract.   **TOTAL SUM FROM QUOTATION PRICING SCHEDULE, £ \_\_\_\_\_\_\_\_**   1. If this offer is accepted, we will execute such documents in the form of the Contract within [NUMBER] days of being called on to do so. 2. We agree that before executing the Contract (and associated schedules) substantially in the form set out in the RFQ, the formal acceptance of this Quotation in writing by the Council or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Council and the [manager **OR** company]. 3. We further agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.8 of the RFQ. 4. We further undertake and it shall be a condition of any Contract, that:  * The amount of [my **OR** our] Quote has not been calculated by agreement or arrangement with any person other than the Council and that the amount of [my **OR** our] Quote has not been communicated to any person until after the closing date for the submission of Quotations and in any event not without the consent of the Council. * We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Council or other contracting Council in connection with the award of the Contract and that no person employed by us has done or will do any such act.   I warrant that I have all requisite Council to sign this Quotation and confirm that I have complied with all the requirements of the RFQ. | |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name and status | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name and status | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| For and on behalf of | [NAME OF COMPANY, PARTNERS OR CONSORTIUM] |

Schedule 5: Certificate of Undertaking and Absence of Collusion

The Contractor must sign and return to the Council the following Certificate of Absence of Collusion:

We the undersigned do hereby certify that:-

1. Our quotation is bona fide and intended to be competitive and we have not fixed or adjusted the amount of the quotation by or in accordance with any agreement or arrangement with any other person;
2. We have not indicated to any person other than the person calling for the quotation the amount or approximate amount of the proposed quotation except where the disclosure in confidence of the approximate amount of the quotation was necessary to obtain insurance premium or other quotations necessarily required for the preparation of the quotation;
3. We have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or asked them the amount of any quote to be submitted;
4. We have not offered to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other quotation or proposed quotation for the said work any act or thing of the nature specified and described above;

(e) We further undertake that we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the quotation.

Dated this day of 2022

Signature …………………….. In capacity of ………………………….

Duly authorised to sign quotes and certify acceptance of the provisions of the Prompt Payment Certificate for and on behalf of:

Postal Address:

Tel No:

Email Address:

Schedule 6: Assessment Questionnaires and Pricing Schedule

**6.1 Company Details**

|  |  |
| --- | --- |
| **Information required** | **Response** |
| Registered name of the company with which it is proposed that the Council enters a contractual relationship in relation to the Services |  |
| Registered company address |  |
| Registered number |  |
| Contact name for enquiries related to your Tender |  |
| Company position of contact[s] |  |
| Email address of contact[s] |  |
| Landline telephone number of contact[s] |  |
| Mobile telephone number of contact[s] |  |

**6.2 Essential Criteria**

|  |  |
| --- | --- |
| **Information required** | **Response** |
| a) Please confirm that you are able to deliver the project to the timescale as outlined in the Project specification | **YES or NO** (please delete as applicable) |
| 1. b) Please confirm acceptance of terms and conditions supplied (Schedule 1) | **YES or NO** (please delete as applicable) |
| c) Please provide evidence of insurance:   * Public Liability (indemnity limit of not less than £5m) * Employers Liability (indemnity limit of not less than £5m) * Professional Indemnity (indemnity limit of not less than £1m) | *\*Please supply copies of current insurance schedules with your submission.* |
| d) Provide evidence of the financial stability over the last two years including copies of accounts. | *\*Please provide copies with your submission* |
| e) Exclusion Criteria – Please confirm that none of the Mandatory exclusion clauses (see Schedule 7) apply to your company. | **YES or NO** (please delete as applicable) |
| f) We require a minimum of two references (ideally Local Authorities) for whom you have carried out similar work (with a description and outcome of that work). | **Reference 1:**  Name of client:  Contact details:  Summary of work and outcomes: |
| **Reference 2:**  Name of client:  Contact details:  Summary of work and outcomes: |

Please see **Schedule 6 – Quality Assessment Questionnaire** for a list of questions that must be completed

Schedule 7: Mandatory Exclusion Criteria

Has your organisation or any director or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?

(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;

(c) the offence of bribery, where the offence relates to active corruption;

(ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;

(d) fraud, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of—

(i) the offence of cheating the Revenue;

(ii) the offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or

(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;

(e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;

(ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

(eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994;

(f) any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State; or

(g) an offence under section 2 or section 4 of the Modern Slavery Act 2015.