



Norfolk County Council

Invitation to Quote for the installation RNR marker posts and information plaques.

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Contract Commencement	Before summer 2025
Period of Contract	6 Months
Issue Date	5 March 2025
Closing Date	19 March 2025

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Section 1: Introduction

Background

- 1.1 Norfolk County Council (NCC) is seeking suppliers to install 363 Roadside Nature Reserve (RNR) marker posts and attach an identification plaque to each post at highway verge locations across Norfolk.
- 1.2 In the 1990s, Norfolk established Roadside Nature Reserves (RNRs) to protect and enhance nature next to our roads. Some of these RNRs, representing remnants of Norfolk's natural grasslands, give sanctuary to rare species like spiny restharrow, pyramidal orchid, sandy stilt puffball, and fragrant agrimony
- 1.3 Many RNRs being unchanged grasslands, feature common meadow flowers and grasses important for the well-being of bees, butterflies, and other insects. Our RNR network also functions as essential corridors for wildlife, connecting Norfolk's diverse habitats.

Context

- 1.4 Ecological surveys in 2024 identified 123 roadside verges across Norfolk that met the criteria to be managed as an RNR, bringing the total of verges being protected and enhanced for biodiversity to 300.
- 1.5 As RNR verges are managed differently to the rest of the highway verge network a marker post and identification plaque with directional arrow are installed at each end of the designated verge to ensure that it is clear to cutting contractors which verges should be left and not cut as part of the conventional highway verge cutting contract.

Requirements of the Supplier

- 1.6 Suppliers will be experienced and competent at:
 - Planning and scheduling and work (liaising with utility companies where required for high-risk sites).
 - Interpreting and understanding infrastructure maps (provided by the utility companies) and their use to manage risks and inform operations at each installation location.
 - Working safely in the vicinity of underground utilities, installing infrastructure by hand into the highway verge.
 - Working in a highway environment in compliance with relevant highway legislation and approved codes of practice.
 - Excavating and installing infrastructure using hand tools.
- 1.7 Suppliers will be able to access, download and upload documents electronically from the Contract SharePoint site set up by the Client.

Section 2: Statement of requirement

Overview

- 2.1 The Invitation To Quote is for the installation of Glass Reinforced Plastic (GRP) marker posts into highway verges using hand tools and the attachment of plaques to indicate the start and finish points of each RNR.

Scope of work

RNR locations

- 2.2 363 posts are to be installed at 122 sites spread across the county, which have been divided into 'Lots' by geographic location as follows.
- Lot 1: Breckland – 37 sites, 104 posts
 - Lot 2: Broadland – 19 sites, 60 posts
 - Lot 3: North Norfolk – 39 sites, 125 posts
 - Lot 4: South Norfolk – 25 sites, 68 posts
 - Lot 5: West Norfolk – 2 sites, 6 posts
- 2.3 The document Lots 2025.xlsx contains site location information.

Documents and data sharing

- 2.4 Access to the "CCH - Roadside Nature Reserves" SharePoint site will be provided to the Supplier upon award and acceptance of the contract.
- 2.5 The Client will provide the following for the Supplier to access and download (if required):
- The Awarded Contract Tracker spreadsheet with RNR ID numbers, post location coordinates, road classifications, the number of posts for each site and an overview of utility search outcomes.
 - SharePoint folders organised by RNR number and road name, containing:
 - Detailed GIS maps of the RNR sites.
 - Utility search documents (maps, utility company before you dig guidance documents and correspondence and approvals).
- 2.6 The Supplier will use the SharePoint site to upload and keep up to date documents as specified in the contract.

Health and safety management

2.7 The Supplier will comply with the requirements of health and safety laws including but not limited to:

- The **Health and Safety at Work etc. Act 1974** (HSWA)
To ensure the health, safety, and welfare of their employees and others affected by their operations.
- The **Management of Health and Safety at Work Regulations 1999** (MHSWR)
To ensure employers carry out risk assessments and implement appropriate measures to manage health and safety.
- The **Workplace (Health, Safety and Welfare) Regulations 1992** (WHSR)
To ensure employers provide a safe and healthy working environment for their employees and others affected by their operations.
- The **Provision of Personal Protective Equipment (PPE) at Work Regulations 1992** (PPER)
To ensure employers provide suitable personal protective equipment (PPE) to employees and Limb workers who may be exposed to risks that cannot be adequately controlled by other means.
- The **Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995** (RIDDOR)
To ensure the reporting of certain workplace incidents, injuries, diseases, and dangerous occurrences to the Health and Safety Executive (HSE).

(all as amended from time to time).

2.8 The Supplier will comply with approved codes of practice, relevant to this contract, including but not limited to:

- [Traffic Signs Manual Chapter 8: Traffic Safety Measures and Signs for Road Works and Temporary Situations - Part 1: Design](#)
- [Traffic Signs Manual Chapter 8: Traffic Safety Measures and Signs for Road Works and Temporary Situations – Part 2: Operations](#)

Significant hazards consideration

Interface with moving vehicles and other users

Highway classifications

2.9 The delivery of the service will require working adjacent to the highway and potentially from it depending on the RNR location.

2.10 The RNRs are adjacent to highways covered by one of the following road classifications, dependant on their location.

- **A roads** – major roads intended to provide large-scale transport links within or between areas
- **B roads** – roads intended to connect different areas, and to feed traffic between A roads and smaller roads on the network
- **Classified unnumbered** – smaller roads intended to connect unclassified roads with A and B roads, and often linking a housing estate or a village to the rest of the network. Similar to ‘minor roads’ on an Ordnance Survey map and sometimes known unofficially as C roads.
- **Unclassified** – local roads intended for local traffic.

2.11 Road classifications are identified in the document Lots 2025.xlsx.

Highway speed restrictions

2.12 Speed restrictions vary from location to location and range between 20mph and the national speed limit.

Highway users

2.13 The range of road classifications and locations could result in an interface with heavy goods vehicles, farm machinery and cars through to horse riders, cyclists and pedestrians.

Overhead and underground utilities

2.14 The number and type of utilities situated overhead and underground in the verge varies from site to site. Searches have identified the following may be present. An overview can be found in the document Lots 2025.xlsx.

- Gas – High Pressure mains, Intermediate Pressure mains, Low Pressure mains.
- Electricity – Mains supply
- Water – Mains supply
- Fibre networks and telecommunications
- Street lighting supply

Interpretation of utility plans

2.15 Detailed maps and information provided by the utility companies for each location will be provided to the Supplier upon award.

2.16 The Supplier will be required to interpret the information and use it along with visual checks and CAT scanning prior to digging to identify that the post install location as specified can be used or, that there is a need to move the post install location

High risk sites

- 2.17 Locations identified by the utility provider as 'High Risk' to the Client on utility searches require utility company approval before works can commence.
- 2.18 The Supplier must notify the Client eight weeks before the Suppliers planned date for installation. A Planned Works Form must be submitted by the Client a minimum of six weeks in advance of the planned date for installation for approval to avoid a financial penalty. In a small number of cases a site visit or supervised installation may be required.
- 2.19 If the Supplier does not give the Client eight weeks' notice and a financial penalty is incurred this will be paid by the Supplier.
- 2.20 The Supplier will attend any site meetings regarding installation with utility company representatives on behalf of the Client.

Location adjustments

- 2.21 On site location of underground utilities when CAT scanned may prevent the installation of the post at the site location co-ordinates specified. In these situations, the post must be moved to remove the risk of underground utilities. The post should be moved as specified in the Installation Specification (Appendix A).

Site conditions

- 2.22 The sites vary in width and may be as narrow as one meter wide and may slope towards the road in some locations.
- 2.23 There will be varying degrees of highway visibility due to adjacent vegetation, buildings, signs and bends and humps in the road.
- 2.24 The verges have deep grips dug out in places and will have an uneven surface which may cause slips and trips.
- 2.25 The vegetation may obscure objects that have fallen from/been discarded from vehicles that could result in cuts to hands or puncture wounds to feet.

Weather

- 2.26 Bad weather may have an impact on vehicle control and stopping distances and reduce visibility for drivers and contract employees working on the highway.

Resource, equipment and materials provision

- 2.27 No equipment is provided with this contract except materials provision as identified below.
- 2.28 The Client will provide (as detailed in the specification):
- RNR marker posts
 - RNR identification plaques (1no. per post)

2.29 The Supplier will supply (as detailed in the specification):

- Post anti-tamper bar (1no. per post)
- Information sign mounting screws (4no. per post)

Storage and collection of Client supplied materials

2.30 The RNR marker posts and signs will be stored by the client at Norfolk County Council, Highways, North Area Office, Burgh Road, Aylsham, NR11 6AR

2.31 The storage facility is not always staffed and accessible. Access must be arranged with the Assistant Contract Officer Tuesday to Friday between 0900 and 1600 (excluding bank holidays).

2.32 The Supplier must contact the Assistant Contract Officer a minimum of 24 hours before their planned collection date and time to make access arrangements.

2.33 Suppliers must arrive promptly, or contact the Assistant Contract Officer, to avoid the risk of the site not being accessible if they are going to be later than the agreed collection time.

2.34 The Supplier is responsible for the loading of their vehicle/trailer and materials provided by the Client and the security of them once taken from the storage location.

Environmental

2.35 The contract should be delivered in a way that doesn't lead to soil compaction, erosion or damage to the habitat.

Waste disposal

2.36 Any arisings from the locations must be re-purposed or disposed of using a licenced waste disposal facility.

Public engagement

2.37 When on site members of the public or adjacent landowners may engage with contract staff enquiring about the work or to complain or object about it.

2.38 Employees on site must respond politely.

2.39 Approaches of general interest in what a RNR is should be directed to the NCC website and to search for Roadside Nature Reserve.

2.40 People who are unhappy and wish to complain or have a specific question about the impact on them as a landowner should be referred to the Contract Manager.

Communication

- 2.41 The Supplier must maintain regular communication with the Contract Officer to ensure smooth delivery of the contract and immediate resolution of any issues that arise.

Reporting

Awarded Contract Tracker spreadsheet

- 2.42 The Client will provide a Contract Tracker spreadsheet on the SharePoint site.
- 2.43 Following award and prior to commencement the Supplier will enter the planned date for installation for each location that will be completed in the first eight weeks of work by 10:00 Monday of Week 1.
- 2.44 The Supplier will update the document on a weekly basis so that there is a rolling eight week programme of works in place.
- 2.45 By 10:00 Monday of Week 2 and for the duration of the works the Supplier will:
- Update the Status for each installation location for the previous week's planned works.
 - Enter the planned date for installation locations for the next unplanned week eg Week 9'.
- 2.46 This will enable:
- The Client to complete and submit utility search requests and to receive the information and upload it to the SharePoint for the Supplier.
 - The completion and submission of Planned Works Forms by the Client. This will ensure that from submission of the Planned Works Form to installation approval or, an appointment for a site visit or, a supervised installation to be confirmed and take place without incurring any charges from the utility companies.
 - Identification of non 'High Risk Sites' that Utility Search Documents will have expired for by the planned installation date and so that a second utility search by the Client can be done prior to the installation date.
 - Contract monitoring of delivery progress, quality assurance and health and safety compliance.

Installation issues

- 2.47 Issues at installation should be noted in a Supplier Comments column in the Awarded Contract Tracker spreadsheet.
- The need to move a post location as ground conditions resulting in not being able to achieve a firm installation as per the Installation Specification.

- Concerns regarding the potential removal of the post following an interaction with a landowner.

Evidence of installation

- 2.48 The Supplier will take a photograph of each post installed that shows the whole length of the post from ground level to the top with the information plaque visible.
- 2.49 The Supplier will upload the photograph into the RNR folder for each installation location on the Contract SharePoint site.

Incidents

- 2.50 How incidents need to be reported will depend on their nature. Incidents include near dangerous occurrences and near misses.
- 2.51 In all cases the incident must be reported to the Contract Manager within 24 hours of the incident.
- 2.52 The report must provide:
- Location, date and time
 - Description of what happened
 - Contact details of any third party involved (if applicable)
- 2.53 If the incident was work related A RIDDOR report must be made within 10 days for most types of incident involving:
- Accidents resulting in the death of any person.
 - Accidents resulting in specified injuries to workers.
 - Non-fatal accidents requiring hospital treatment to non-workers.
 - Dangerous occurrences.
- 2.54 If the Incident involves damage to underground utilities work must stop immediately and it must be reported following the guidance provided from the relevant utility company, stored on the Contract SharePoint site.

Contract monitoring

- 2.55 The contract will be monitored for post installations completed, quality assurance of installation and compliance with health and safety controls as specified in the approved assessment of risk and method of working.

Contract completion

- 2.56 The Client will monitor post installations completed using the Supplier's Awarded Contract Tracker and the images uploaded of each post installed.

Quality Assurance

- 2.57 The Client will inspect a sample of installed posts and assess the quality of installation against the Installation Specification.

Health and safety compliance

- 2.58 The Client will make ad-hoc unannounced site visits, informed by the Supplier's Schedule to assess compliance with the approved Safe System of Work/Method Statement.

Supplier Performance

- 2.59 Supplier performance will be reviewed based on adherence to the Awarded Contract Tracker, quality of work, health and safety compliance and accuracy of reporting to inform future procurement.

Corrective Actions

- 2.60 If any deficiencies are found, the Supplier will be required to take corrective actions within an agreed timeframe at no cost to the client.

Fees and payment

Contract price

- 2.61 Please refer to the Service Specification and document 'B1 Pricing Schedule'
- 2.62 The price for each Lot must be inclusive of the materials specified as being supplied by the Supplier in paragraph 2.29.
- 2.63 All costs must be in sterling and exclude VAT.

Payment triggers

- 2.64 Payment will be made within 30 days of receipt of a valid invoice upon completion of the contract.

Section 3: Procurement Timetable

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

1.	Invitation to Quote Issued	5 March 2025
2.	Clarification questions deadline.	12 March 2025
3.	Quote submission deadline	17:00 19 March 2025
4.	Contract award	24 March 2025
5.	Pre-start information clarifications	27 March 2025
6.	Contract commencement	Before Summer 2025

Contract commencement process

2.65 The successful Supplier will be selected following the process identified in Section 4.

2.66 After appointment and prior to commencement the Supplier will:

- a. Provide a copy of their insurance policy.
- b. Provide a risk assessment and Safe System of Work/Method Statement for Client approval.
- c. Enter the planned date for installation for each location that will be completed in the first eight weeks of work by 10:00 Monday of Week 1.
- d. Complete the contract roles, responsibilities and contact form.

Section 4: ITQ Management

Bid completion

- 4.1 Proposals are requested for a Supplier(s) to install RNR marker posts at the locations specified in the ITQ and as detailed in the Appendix A: RNR marker post and plaque installation specification.
- 4.2 This contract will be awarded under Norfolk County Council's terms and conditions, and can be found on our website [here](#) .
- 4.3 The Supplier can bid for one, a mixture or all of the lots
- 4.4 Suppliers will need to describe how they will deliver the services to meet all the outcomes and requirements in the Supplier Questions.

Please complete:

- Error! Reference source not found.5: Supplier Questions
- **Section 6:** Supplier's Declaration

Receipt of the bid

- 4.5 Your response must be received no later than 17:00, 19 April 2025.
- 4.6 Your response must be submitted by email to norfolkgreenspaces@norfolk.gov.uk
- 4.7 Please title your return 'TCC03/2025 ITQ RNR Post Installation YOUR BUSINESS NAME' at the start of the subject description in any emails.
- 4.8 The Council will not consider any late responses to this Invitation to Quote nor will it consider requests for extension of the time or date fixed for the submission of responses. It may, however, in its own absolute discretion extend the time or date fixed for submission and in such circumstances the Council will notify all Suppliers of any change.
- 4.9 The Council may at its sole discretion change any aspect of, or stop this procurement exercise at any point and if it stops the exercise not provide any Supplier with the scores allocated in any marking exercise already undertaken or the reasons for the allocation of those scores.

Clarifications

- 4.10 Email norfolkgreenspaces@norfolk.gov.uk for submitting correspondence and clarification questions. Responses to clarifications will be shared with all interested parties.

Format and content of response

- 4.11 Suppliers are to answer all questions.
- 4.12 Documents shall not include any embedded objects which, if printed, appear as icons, rather than in full.
- 4.13 Proposals shall not contain any attachments or text other than that requested, and the Council will disregard any information contained therein.
- 4.14 The answer to each question shall be self-contained. Responses such as 'see answer to question x' are not acceptable, nor are responses which refer to or assume knowledge of existing arrangements.
- 4.15 Suppliers should not assume that the evaluators have any prior knowledge of their supplier, its capabilities or the solutions it offers.
- 4.16 Suppliers are reminded that their proposal should respond specifically to the Council's requirements. Generic responses which do not take account of the Council's requirements and circumstances are unlikely to achieve good marks.
- 4.17 Suppliers should answer all questions and/or provide all details requested in Section 6.

Selection process

Minimum Standards

- 4.18 We will check that you have provided, in your answers in Section 6 Form B evidence that you meet the minimum standards set out there.
- 4.19 Responses to the questions in Form B will be scored against the following criteria where a written response has been provided to support a "yes" to the questions.
- 4.20 We will not consider your application further if you do not meet the minimum standards.

Evaluation criteria

Descriptor For the Allocation of Pass/Fail Scores	Mark Awarded
<p>The application shows one or more of the following features appropriate to the question:</p> <ul style="list-style-type: none">a. Applicant has not provided a responseb. Applicant provides a response of such a poor standard as to provide no confidence that the Applicant could meet the requirements	

<ul style="list-style-type: none"> c. Applicant provides no evidence that their experience and/or expertise is relevant to this contract. d. The Applicant has demonstrated poor industry practice in their response. e. The Applicant does not hold the required qualification(s), registration(s) or licence(s) in order to perform the contract and will not do so by contract commencement. f. Supporting documents (where requested) are of insufficient quality, depth or relevance to provide any confidence that the Applicant could meet the requirement. 	Fail
<p>The application shows, relevant to the appropriate question, that:</p> <ul style="list-style-type: none"> a. The Applicant has the required experience and/or expertise to provide the service and provides some confidence that they would be able to perform the contract. b. The Applicant has demonstrated that they have the capability to perform the contract. c. The Applicant has demonstrated that they hold the required qualification(s), registration(s) or licence(s) in order to perform the contract or that they will do so by contract commencement. d. The Applicant has demonstrated good industry practice in their response. e. The supporting documents (where requested) are of good quality, relevant and of sufficient depth and demonstrate that the Applicant could meet the requirement. 	Pass

Scoring method for quality

- 4.21 The score for each question will be divided by the maximum possible score of five (5) and then multiplied by the individual weighting for that question to give a weighted score.
- 4.22 Suppliers must achieve a minimum quality threshold of 50% available for quality or the bid will be rejected.
- 4.23 Suppliers will be scored on their responses to the Supplier Questions in Section 6, Form D in relation to the requirements of the specification. Each question is separately weighted.
- 4.24 All questions will be scored using the following descriptors. This is to assist evaluators in establishing areas of the proposals that concern them, and those areas that they think are good, feedback will be provided to Applicants if requested.

Descriptors

The mark to be awarded is that for which the descriptors most closely match the bidder's response	Mark awarded
<ul style="list-style-type: none"> • An excellent response that is realistic, appropriately detailed and specific. There is no material weakness and: • the approach embodies accepted good practice in all material respects and offers excellent levels of (as appropriate) functionality, performance, environmental performance, ease of use and other relevant characteristics; • the response is tailored to the requirement wherever relevant and, where relevant, to specific circumstances; • all material aspects of the question are fully answered, and the approach described fully meets all material aspects of the requirement; • where relevant the proposal is ambitious in terms of outcomes, and sets out a convincing, coherent and evidence-based approach to achieving the outcomes claimed; and • where relevant, the organisation, qualification and experience of staff assigned to performing the contract are excellent. 	5
<ul style="list-style-type: none"> • A good response that is realistic, appropriately detailed and specific and with only minor weaknesses, where: • the approach generally embodies accepted good practice and offers good levels of (as appropriate) functionality, performance, environmental performance, outcomes, ease of use and other relevant characteristics; • the response is generally tailored to the requirement where relevant and, where relevant, to specific circumstances; • all material aspects of the question are fully answered, and the approach described meets the material aspects of the requirement, with no or minor exceptions; • where relevant the proposal seeks to deliver a good level of outcome, and sets out a convincing, coherent and evidence-based approach to achieving the outcomes claimed; and • where relevant, the organisation, qualification and experience of staff assigned to performing the contract are good, with only minor deficiencies 	4

A satisfactory response that is realistic in all material respects, and that is at least sufficiently detailed and specific to give general clarity about what is to be delivered and how. There are some weaknesses, but:

- the approach does not materially conflict with accepted good practice and generally offers acceptable levels of (as appropriate) functionality, performance, environmental performance, ease of use and other relevant characteristics;
- most material aspects of the question are fully answered, and the approach described meets the material aspects of the requirement, with no or minor exceptions;
- while the response may be somewhat generic, it is not inappropriate to the specific circumstances or too high-level to give reasonable clarity and confidence;
- where relevant the proposal seeks to deliver acceptable outcomes, and sets out a reasonably convincing, coherent and evidence-based approach to achieving the outcomes claimed; and
- where relevant, the organisation, qualification and experience of staff assigned to performing the contract are generally acceptable.

3

<p>A rather deficient response where:</p> <ul style="list-style-type: none"> • there is insufficient detail or specificity to be clear, wholly or for material aspects of the requirement, what is to be delivered and how; • material parts of the question are not answered or material parts of the response are unrealistic or the approach described, in some material respects, appears not to meet the requirement; • the approach described appears, in some material respects, not to deliver expected levels of (as appropriate) functionality, performance, environmental performance, ease of use or other relevant characteristics; • the approach conflicts with accepted good practice in some material respects; • the approach is in material part inappropriately generic or a poor fit with the specific circumstances or context; • the approach is rather unambitious in terms of outcomes or the approach to achieving the claimed outcomes is somewhat unconvincing; and/or • where relevant, the organisation, qualification and experience of staff assigned to performing the contract do not reach the expected levels in some material respects. 	<p>2</p>
<p>An inadequate response that is in part or in aggregate sufficiently unrealistic as to cast serious doubts over deliverability or efficacy or very materially lacking in detail or specificity or where, individually or in aggregate, there are very material weaknesses.</p>	<p>1</p>
<p>No response or a response with insufficient content to allow meaningful evaluation or a fundamentally unrealistic response or a clearly unacceptable response where the weaknesses, individually or in aggregate, are fundamental.</p> <p>If any question receives a score of '0', the entire submission will be rejected.</p>	<p>0</p>

Scoring method for price

- 4.25 The formula to be used to calculate the price score for each Lot bid for is as follows:
- 4.26 For each Lot the bid with the lowest will be allocated the maximum number of points, with other Bidders being awarded marks in proportion to this price, so that for example a total price that is 30% more expensive will receive 30% fewer marks, one that is 60% more expensive will receive 60% fewer marks etc.
- 4.27 A total of 50% of the overall score is allocated to Price.

Overall score

- 4.28 The Contract for each Lot will be awarded to the Supplier whose quote results in the highest combined quality and price score.

Award Criteria for each Lot- Weightings for quality and price	
Overall quality weighting	50%
Overall price weighting	50%
TOTAL	100%

Section 5: Supplier questions

- 5.1 Applicants are to reproduce this form retaining the question text and question numbering and return it as part of their submission. Applicants are to answer all questions.
- 5.2 Applicants must edit the header of this section to insert their name at the top of every page of the forms so that it is clear to evaluators whose bid is whose.
- 5.3 Do not append any documents unless specifically requested below.
- 5.4 Do not assume that the evaluators have any prior knowledge of your organisation, its capabilities or the solutions your organisation offers, and you should ensure your responses to each question presume the evaluators know nothing of your organisation, and where relevant your subcontractors, consortium members or partners if you are heavily reliant on a third party in a bid.
- 5.5 Where answers are limited to a maximum number of words, do not go over that limit. Any part of an answer beyond the point of the maximum is highly likely to be disregarded. Where a guide has been issued, ensure that your answers are succinct and do not drift over the guide unnecessarily. If the word count is causing you significant issues with answering a question thoroughly, please raise this as a clarification.
- 5.6 Please ensure your answers are fully referenced to the relevant question.
- 5.7 Responses shall be clearly legible and in at least 11-point type, on a line spacing of at least 1.3 times the type size.
- 5.8 You must achieve a minimum quality threshold of 36 out of the 60 marks available for quality or your bid will be rejected.

Form A: [Not used]

Form B: Compliance with minimum standards

B1. Health and safety management

- 5.9 Our minimum standards for health and safety management are that Suppliers have a good track record of managing Health and Safety both for their own organisation and the public, and organisations should be able to demonstrate they have previous experience in undertaking the type of work involved safely.
- 5.10 In order to demonstrate this please answer the following questions.

B1.1	Does your business have an up-to-date Health and Safety Policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If your answer is 'yes', provide a copy of your up-to-date health and safety policy?	
B1.2	Has your company been the subject of enforcement action by the HSE over the last three years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If your answer is 'yes', provide summary information on enforcement action taken by HSE over the last three years and actions taken as a result.	
B1.3	Does your company have arrangements in place to identify significant H&S hazards and produce risk assessments to support safe systems of work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If your answer is: 'Yes' - and more than 5 employees attach an example of a risk assessment(s) relevant to this type of contract. 'Yes' – and less than 5 employees describe the significant hazards, who will be affected, how and how you will control them relevant to this contract.	
B1.4	Does your company have arrangements in place to produce systems of work informed by your risk assessments?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If your answer is: 'Yes' - and more than 5 employees attach an example of Safe System of Work(s) relevant to this type of contract. 'Yes' – and less than 5 employees describe the steps that will be followed onsite prior to installation, installation and upon completion of installation. Identify equipment used and control measures in place relevant to each step.	
B1.5	Does your business have arrangements in place so that as far as is reasonably practicably your employee(s) delivering the contract will have access to drinking water, hand cleaning and toilet facilities if required?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If your answer is 'yes', explain how each of these will be provided.	

B1.6	Does your company have arrangements in place to record and review any accidents, incidents and near misses, and to undertake appropriate follow-up actions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If your answer is: 'Yes' describe how you record and investigate accidents, incidents and near misses.	
Score: Pass/ Fail	If you fail this part of the application, your application will not be considered further.	

B2. Technical or professional ability

- 5.11 Our minimum standards for technical or professional ability are that Suppliers have the experience, capabilities and qualifications set out in the questions below and are able to provide satisfactory evidence of their relevant track record. Please complete each question as instructed.

B2.1	Does your organisation have previous experience working on a verge in a highway environment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If your answer is: 'Yes' - Provide detailed evidence of your company's relevant experience, including details of previous clients and projects (maximum 500 words). 'No' – Explain what experience you have and how you think it is transferrable to this work. (maximum 500 words)	
B2.2	Does your company have arrangements in place to ensure that your workforce has H&S and other relevant skills and knowledge the activities that your company is likely to undertake?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If your answer is: 'Yes' Please provide details. 'No' – Explain what experience you have and how you think it is transferrable to this work. (maximum 500 words)	

B2.3	Does your company have the ability and experience of cloud base data sharing (downloading and uploading documents)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Score: Pass/ Fail	If you fail this part of the application, your application will not be considered further.	

B3. Performance

- 5.12 Our minimum standards for performance are that Applicants have not had contracts cancelled, varied or warning notices issued as a result of their performance in the last 36 months, or that they have taken steps to resolve identified performance issues. Please complete each question as instructed.

Has your organisation:		
B3.1	had any contract terminated early for breach of contract in the last 36 months (this applies to any contract you have operated, not just Council contracts)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
B3.2	had any contract amended or varied due to poor performance or contractual non-compliance in the last 36 months (this applies to any contract you have operated, not just Council contracts)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
B3.3	been subject to any performance or warning notices (or similar notices) issued by commissioners or other bodies regarding any contractual or performance issues in the last 36 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If your answer is:</p> <p>‘Yes’ to any of the above:</p> <p>Give details on a fully referenced separate sheet explaining what happened and what you have done to put matters right, and attach copies of any relevant correspondence with the relevant contracting authority or regulatory body.</p>		
Score: Pass/ Fail	If you fail this part of the application, your application will not be considered further.	

B4. Compliance with equality legislation

B4.1	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal, or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
B4.2	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If you have answered “yes” to one or both of the questions above, please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the written response to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>		
B4.3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisation?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Score: Pass/ Fail	If you fail this part of the application, your application will not be considered further.	

Form C: [Not used]

Form D: Quality

- 5.13 Applicants are to reproduce this Form D retaining the questions and numbering and return it as part of their tender submission. Applicants must answer all questions.
- 5.14 Applicants must edit the header of this section to insert their name at the top of every page of the forms so that it is clear to evaluators whose bid is whose.
- 5.15 Applicants' responses must be clearly legible and in at least 11-point type, on a line spacing of at least 1.2 times the type size.
- 5.16 The answer to each question must be self-contained. Responses such as 'see answer to question x' are not acceptable.
- 5.17 You should not assume that the evaluators have any prior knowledge of your organisation, its capabilities or the solutions your organisation offers and you should ensure your responses to each question presume the evaluators know nothing of your organisation, and where relevant your subcontractors, consortium members or partners if you are heavily reliant on a third party in a bid.
- 5.18 Please do not append any documents unless specifically requested below.
- 5.19 Ensure that your answers are succinct and do not drift over the word count guide unnecessarily. If the word count is causing you significant issues with answering a question thoroughly, please raise this as a clarification. Please note that if you grossly breach the word count guide anything over that guide is likely to be disregarded.
- 5.20 Please ensure all answers are fully referenced to the relevant question.

D1: Experience and expertise (80%)

D1.1	Provide details of any relevant memberships and qualifications relevant to this contract held by your company and individual staff who will be working on the project and their role.
D1.2	Provide details that illustrate your team's expertise and experience of working on or adjacent to highways. (max 500 words)
D1.3	Provide details that illustrate your team's expertise and experience of the installation of infrastructure in an environment with underground utilities using hand tools. (max 500 words)

D2 Project management (20%)

D2.1	Provide a start and finish date for each of the lots tendered for.
D2.2	Outline how you will manage this contract to deliver on time. Identifying any risks to delivery and contingencies you have allowed for in the dates. (250 words max)

Form E: Price

- 5.21 Applicants are to reproduce this Form E and return it as part of their tender submission.
- 5.22 A price in sterling, excluding VAT should be entered for each lot the Applicant wishes to tender for.

Lot	Tender price excluding VAT in pounds sterling
Lot 1: Breckland – 37 sites, 104 posts	
Lot 2: Broadland – 19 sites, 60 posts	
Lot 3: North Norfolk – 39 sites, 125 posts	
Lot 4: South Norfolk – 25 sites, 68 posts	
Lot 5: West Norfolk – 2 sites, 6 posts	

Section 6: Important Legal Notice

No implied contract

- 6.1 Norfolk County Council (“the Council” or, where the context so requires, “We”) does not make any binding commitment to actual or potential tenderers (“Applicants” or, where the context so requires “you”) or to any other party about its conduct of this procurement exercise, other than to abide by its statutory obligations and the express terms of this Important Legal Notice.

Acceptance of conditions

- 6.2 Any Applicant who participates in this procurement exercise shall be deemed to accept the above condition and the conditions set out below. These conditions form the entire understanding between the parties about the conduct of the tender exercise.
- 6.3 The Council will not accept any change to the terms of this legal notice and in the event that any Applicant submits any tender or notice which seeks to change these conditions the purported change shall be void, even if the Council considers the Applicant’s completed prequalification questionnaire or tender.

Communications, information and notices

- 6.4 Applicants shall not, in connection with this procurement exercise, rely on any communication from the Council (including without limitation any notice published by the Council and any information published on any web site) unless it specifically states that it concerns this procurement exercise and bears the reference number stated on the front page of this document. Applicants shall not rely on any communication which is not in writing.
- 6.5 Information supplied by the Council is subject to constant updating and amendment in the future and is necessarily selective and is supplied for general guidance in the preparation of tenders. It does not purport to contain all of the information which Applicants may require and Applicants must satisfy themselves by their own investigations about the accuracy of such information.
- 6.6 The Council has taken reasonable steps to ensure, as at the date of each document supplied by the Council in connection with this procurement (“Procurement Document”), that the facts which are contained in or provided with each such document are true and accurate in all material respects. But the Council does not make any representation or warranty as to the accuracy or completeness of the Procurement Documents, or the reasonableness of any assumptions on which they may be based. The Council accepts no liability to Applicants however arising, whether resulting from the use of the information provided, or from any omissions from or deficiencies in the information. As such, the Council cannot accept responsibility for any inaccurate information obtained by Applicants.

- 6.7 Any notice from any person in connection with this procurement exercise must be sent to the Contact Name and Address stated in the Procurement Process Data below in accordance with the relevant timescales.

Amendments to the procurement process

- 6.8 The Council may at its sole discretion change any aspect of or stop this procurement exercise at any point and if it stops the exercise (or the procurement of any lot or lots therein) need not provide any Applicant with the scores allocated in any marking exercise already undertaken or the reasons for the allocation of those scores.

Applicants' costs

- 6.9 The Council will not under any circumstances be liable to pay Applicants for any costs incurred as a result of their participating in this procurement exercise.

Award decision notice

- 6.10 The Council shall have no obligation to Applicants concerning debriefing beyond those contained in the Public Contracts Regulations 2015 (as amended).

Confidentiality, Freedom of Information and Intellectual Property

- 6.11 The Council is subject to laws about access to information including the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Audit Commission Act 1998. The Council may - despite any claim made by any Applicant that any information is given in confidence or is confidential in nature – be required to release any information it holds in accordance with the law, subject to the Council's discretion concerning any applicable exemption or the application of any public interest test. It is important to note that information may be commercially sensitive for a time - for example, during a tender process - but afterwards some of that information it may not be, while other information may remain commercially sensitive for a longer period. The timing of any request for information may be extremely important in determining whether or not information is exempt. Applicants should note that no information is likely to be regarded as exempt forever.
- 6.12 The Council does not in general consider the identities of the successful bidder or of unsuccessful bidders to be commercially confidential and may release them in response to FOI requests without consultation with the bidders concerned once the contract has been awarded.
- 6.13 Any working documents produced by the Council in the course of evaluation shall remain confidential to and the property of the Council and need not be retained by the Council.
- 6.14 All intellectual property rights in the Procurement Documents and all materials provided by the Council or its professional advisers, consultants or information

providers in connection with this tender and tender process are and shall remain the property of the Council and/or its professional advisers, consultants and/or information providers. The information they contain shall be used only for the purpose of preparing a tender and delivering any resulting contract.

- 6.15 The contents of the Procurement Documents together with all other information, materials, specifications or other documents provided pursuant to or in the course of this procurement exercise, or prepared by the Applicants specifically for such purposes, shall be treated at all times as confidential by the Applicants unless put in the public domain by the Council. Applicants may not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Applicant's company or group or use them for any purpose other than for the preparation and submission of responses to the Procurement Documents. Applicants may not publicise the Council's name or the tender without the prior written consent of the Council.
- 6.16 Applicants must seek the approval of the Council before providing to third parties any information provided in confidence by the Council and shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.

Collusion, canvassing, bribery and corruption

- 6.17 Applicants shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from responding to the procurement exercise or submit an excessively high price or an otherwise unattractive or non-compliant offer nor enter into any price-fixing agreement with any other person in respect of this procurement process.
- 6.18 Applicants shall not, in connection with this procurement process or the proposed contract:
- offer any inducement, fee or reward to any officer or member of the Council;
 - do anything which would constitute a breach of section 117(2) of the Local Government Act 1972 or of the Bribery Act 2010; or
 - canvass any officer or member of the Council in connection with the response/tender about any aspect of the proposed contract or for soliciting information in connection therewith.
- 6.19 If any Applicant or any employee of any Applicant or any third party acting on behalf of any Applicant commits an act detailed in clauses 9.18 or 9.19 or offers, promises or gives any bribe or inducement or makes any improper threat or colludes (or offers or agrees to collude) with any other Applicant in connection with this procurement exercise then, in addition to any criminal sanction such conduct may attract, the Council may:
- immediately exclude that Applicant's offer from consideration;

exclude that Applicant from future procurement exercises;

terminate any contract entered into with that Applicant; and

recover from that Applicant the reasonable costs of re-running this procurement exercise and any consequential losses (including loss of anticipated savings) which result from any delay in letting a contract.

- 6.20 If any person approaches any Applicant seeking any bribe or making any offer to collude in respect of this procurement exercise, that Applicant is to contact the Council's Head of Law immediately.

Form Z – Suppliers declaration

- 6.21 Please read the declaration carefully before signing it. If we award you a contract, this declaration will form part of that contract and you will be legally bound by it.
- 6.22 Applicants may either print this Form Z on plain white A4 paper, sign and date it with a pen, scan and then upload it as the final part of their submission, or use an electronic signature.

Z.1 Checklist

Check each issue below and tick each box.

We have completed and/or read the following forms:	
• Form B	<input type="checkbox"/>
• Form D	<input type="checkbox"/>
• Form E	<input type="checkbox"/>
• Form Z, either printed then signed with a pen, then scanned and uploaded as a.pdf, or added electronically	<input type="checkbox"/>

We have :	
Made arrangements for the tender to be submitted on time, with adequate contingency for ICT failures, power outages etc.	<input type="checkbox"/>
We have not :	
Used a smaller typeface or line spacing than that permitted.	<input type="checkbox"/>
Annexed any document not specifically requested.	<input type="checkbox"/>

Z.2 Declaration

We agree to the conditions specified in the 'Important Legal Notice' at section 6 of the Invitation to Tender.

We warrant, represent and undertake to the Council that:

- a. neither we nor any employee or third party acting on our behalf has offered, promised or given any bribe or inducement or made any improper threat or colluded (or offered or agreed to collude) with any other person in connection with this procurement exercise
- b. we have complied in all respects with this Invitation to Quote
- c. all information, representations and other matters of fact contained in our tender are true, complete and accurate in all respects
- d. we have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the tender and have not submitted this tender response and will not have entered into the contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) which may have been made by or on behalf of the Council
- e. we have satisfied ourselves as to the correctness and sufficiency of the information we have inserted in the tender
- f. we have full power and authority to enter into the contract and provide the services
- g. we are of sound financial standing and will have sufficient premises, working capital, skilled staff, and other resources available to us to provide the services in accordance with the contract
- h. we have obtained or are able to obtain all necessary consents, licenses and permissions to enable us to provide the services.

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

Name of Tendering Organisation		Signature of authorised officer	
Date		Position of authorised officer	
		Name of authorised officer	

- 6.23 This block will be signed on behalf of Norfolk County Council in the event that your tender is accepted

We, Norfolk County Council, hereby accept your offer and a binding contract now exists between us and you on the above terms for the installation of RNR marker posts and information plaques in the Lots I have been awarded.	
Name of Authorised Officer	
Position	
Signature	
Name of Authorised Officer	
Position	
Signature	
Date	

Appendices

Appendix A: RNR marker post and plaque installation specification

Installation

RNR Post anti-tamper bar

Supplier: CONTRACTOR
Material: Mild steel
Size: Length: 160 mm
Diameter: 9mm

1. The bar is to be installed through the pre-drilled hole in the RNR post so that the length of protruding bar is equal on each side of the post when at the bottom of the hole.

RNR post (with pre drilled 10mm hole for anti-tamper bar)

Supplier: Norfolk County Council
Quantity: One per specified installation location.
Material: GRP
Size: Length: 1800mm
Width: 88mm
Depth: 88mm

2. The RNR post must be installed at the specified location equidistant from the back and front edge of the verge unless:
 - There is existing street furniture along the verge, in which case the post should be installed in line with the existing street furniture.
 - The location of underground utilities prevents this, in which case the post should be moved towards the back of the verge and/or away from the designated area of the verge (not onto it).
 - It is a narrow verge and it would result in it being less than one metre from the roadside verge edge, in which case the post should be moved away from the roadside verge edge to allow a gap of one metre.
3. The RNR post must be installed to a depth of 600mm from ground level, in the centre of a hole dug to accommodate the anti-tamper bar and post.
4. The RNR post will be secured in place using the material excavated from the hole, backfilled in layers and tamped to ensure the post is firmly secured to withstand roadside verge conditions and prevent unauthorised removal by a person pulling on the post.

5. Any surplus arisings (above ground level) should be distributed in an even thin layer at the back of the verge in a way that does not cap the underlying vegetation

Information plaque

Supplier: Norfolk County Council
Material: Foamex
Size: Length: 173mm
Width: 80mm
Depth: 3mm
Mounting holes: 5mm diameter pre-drilled in each corner

Information plaque fixing screws

Supplier: CONTRACTOR
Quantity: Four per sign
Material: Stainless steel
Head: Pan head
Drive: Phillips or Pozi
Size: M4 x 16mm – 20mm

6. The plaque **must be installed prior to arriving at site** to minimise the time and exposure to risk of being on the highway verge.
7. The plaque must be installed so that is facing the highway and the direction arrow points towards the RNR
8. The plaque must be 10mm below, and parallel to the top edge of the RNR post and equidistant from each edge of the post.
9. The contractor will determine if a pilot hole is required for the screw being used.
10. The screw must be tightened to ensure that the plaque is firmly secured against the RNR post but without damaging the screw head or the surface of the plaque.
11. The plaque must sit flat against the post surface and not bow once installed.

Old post removal

12. If an old style (non-GRP) post is found at the install location it should be removed from site and disposed of using a licensed waste disposal facility.

Upon completion

13. The installation location must be left tidy and free of hazards.