



# Request For Quotation

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## JCT Minor Works with Contractors Design 2011

Design, Supply and Installation of New Playground  
Equipment Shelfinch Play Area, SN5 8AR

# West Swindon Parish Council

## Request for Quotation (RFQ)

### INSTRUCTIONS TO CONTRACTORS

- a) Contractors must complete all the areas shaded in yellow to ensure their bid is presented in a compliant format.
- b) Contractors must answer “True” Sections where a True or False Question is available to be considered further.
- c) Please adhere to any maximum word count requirements in your response, failure to do so will mean all text submitted over the maximum will be disregarded in the evaluation process.
- d) Please ensure a hard copy of the fully completed and signed document is returned with the Form of Quotation, Certificate of Bone Fide Quotation, Freedom of Information Act exemption and any other documents referred to in this request for quotation form to the address specified in section 1.
- e) The Contractor should seek to clarify any points of doubt or difficulty before submitting a quotation, for this purpose contact can be made, in writing, to the named authorised officer only as detailed in section 1.6 below.
- f) Clarifications should be sought in accordance with the timescales detailed in 1.9 below, all clarification response statements will be made available to all Contractors.
- g) West Swindon Parish Council shall incur no obligation or liability whatsoever to anyone by issuing the request or action by any party relative hereto.
- h) Any costs incurred by the quotationer in responding to this request or in support of activities associated with the response to this request are to be borne by the Contractor and are not reimbursed by West Swindon Parish Council.

## SECTION 1 – RFQ INFORMATION

### CONTACT DETAILS

1.1	RFQ Title	Design, Supply and Installation of new playground equipment at Shelfinch play area (as one of seven proposed for refurbishment)
1.2	Organisation	West Swindon Parish Council
1.3	Originator telephone number	01793 466418 Paula Harrison
1.4	RFQ clarifications email address	<a href="mailto:westswindonpc@outlook.com">westswindonpc@outlook.com</a>
1.5	RFQ response address	West Swindon Parish Council West Swindon Library Link Centre Swindon SN5 7DL FAO Paula Harrison (Confidential)
1.6	West Swindon Parish Council Authorised Officer	Paula Harrison
1.7	Estimated total value (£)	£45,000 to £60,000 for Shelfinch play area contributing to an overall budget of £216,000 for seven play areas, all of which are now available for quotation. The Contractor is grouping the seven play areas as follows: Group 1 – Shelfinch and The Chesters Group 2 – Nine Elms, Tumpy Field, The Holbeins Group 3 – Bloomsbury Park, Uxbridge Road. Contractors may submit a quote for one play area or can offer additional equipment, savings or incentives as part of quotes for one or more of the groups.

### TIMESCALES & PAYMENT TERMS

1.8	Date RFQ advertised	Date Issued – 24/07/2019
1.9	Date/time RFQ <b>clarifications/questions</b> should be received by email to the West Swindon Parish Council Authorised Officer as identified in 1.6 above	Time:12.00 Date :02/08/2019
1.10	Date/time completed <b>RFQ response</b> to be received by <b>post</b> to the West Swindon Parish Council Authorised Officer as identified in 1.6 above	Time: 4.00 pm Date : 31/08/2019
1.11	RFQ Validity Period (calendar days)	90 days
1.12	Estimated Contract Award Date	30/10/2019

1.13	Contract Duration	6 months
1.14	Payment Terms	50% Payment on starting with remainder paid on completion, and without exception, the inclusion of a satisfactory independent inspection report
1.15	Payment Days	30 days on submission of invoice

## SECTION 2 - SCOPE OF WORKS

### DESCRIPTION OF THE WORKS - SHELFINCH

The Shelfinch Play Area is situated within an area of open space off Shelfinch or Markenfield in Toothill, Swindon. The Parish Council is interested in updating and refreshing the existing equipment. Site location plan included as Appendix 5

The underlying ground conditions can be wet, access to the site is reasonably easy, although through a busy residential area. The Contractor should satisfy himself that there are no underground services present.

The Parish Council maintains the grounds at Shelfinch and has a lease arrangement for the play areas with Swindon Borough Council, however the local authority remains the landowner and will need to be informed of all works proposed – this will be initiated by West Swindon Parish Council. Direct liaison between the landowner and the Contractor may be required if there are any highways related issues arising. It may also require the Contractor to request a license for use of land to house storage containers/plant equipment.

The Parish Council knows that the existing ball court is extremely popular and despite the condition, it is very well used. The Parish Council is open to exploring a relocation of the current 'ball facility' to an alternative location in Toothill e.g. Flint Hill open space. This has not been tested widely with residents and as a result contractors also need to provide costings and provision for some form of ball play to stay on the existing site. This may require 3 designs to be submitted;

1. A design that includes refurbished ball play and refurbished play facilities
2. A design that shows a refurbished play area with no or reduced ball play provision
3. A design for ball play on a new site in this vicinity (this could incorporate existing grass surface to keep costs within the budget)

#### Community Feedback:

- there is no provision for pre-school children
- residents enjoy traditional pieces e.g. swings, roundabouts, slides
- residents find the current play value very limited
- equipment in the grassed areas is not well used – the grass banks need to be mown but could be utilised with better equipment
- the ball court is the most popular facility
- there is interest in concrete table tennis table or similar
- residents find there is nothing here that offers interest and more than a few minutes of fun
- the teen shelter and basket swing are used but are prone to arson, vandalism and anti social behaviour (drugs/alcohol) - residents may prefer an alternative younger age offer on this site
- they would like new flooring that offers a game/play e.g. snakes and ladders

Please ensure that designs take into account the preferences listed above.

### CONTRACTOR RESPONSE (TRUE OR FALSE QUESTION)

Please answer "True" to state you **comply** with the information provided in Section 2 Scope of Works above to be considered further.

### SECTION 3 – ORGANISATION DETAILS

3.1	Full Name of Organisation	
3.2	Registered Address	
3.3	Postcode	
3.4	Company Registration Number	
3.5	Registered VAT Number	

### Parent Company Details (if applicable)

3.6	Name of Holding/Parent Company	
3.7	Address of Parent Company	
3.8	Postcode	
3.9	Parent Company Registration Number	
3.10	Date of Incorporation, Formation of Partnership or Commencement of Holding Company	
3.11	Legal Status (e.g. Partnership, Private Limited Company)	

### Contact Details

3.12	Name	
3.13	Position	
3.14	Address (if different from main address)	
3.15	Postcode	
3.16	Telephone Number	
3.17	E-mail Address	

### SECTION 4 – SUITABILITY ASSESSMENT QUESTIONS (True or False)

4.1	The Contractor confirms their latest annual turnover is over £150,000 (If your company is less than 12 months old please confirm your extracted accounts from your Parent Company meet the minimum Turnover threshold) If you are the preferred bidder following evaluation you will have to provide a copy of your company accounts to support this	
4.2	The Contractor confirms their Net Worth is over £150,000	
4.3	The Contractor confirms that none of their Directors or relatives has been or is presently a Member of the Authority or an employee of the Authority.	
4.4	The Contractor confirms that no legal proceedings are in progress that might affect the performance of the contract obligations and that your organisation has not been prosecuted under EU law in the last three years	

4.5	The Contractor confirms that they are willing to have the following levels of insurance cover if awarded the Contract: Employer Insurance £5,000,000, Public Liability £5,000,000, Professional Indemnity £2,000,000. If you are the preferred bidder following evaluation you will have to provide a copy of your insurance certificates.	
4.6	The Contractor confirms their Organisation complies with UK Health and Safety legislation. If you are the preferred bidder following evaluation you will have to provide a copy of your Health and Safety Policy	
4.7	If the Contractor confirms that if they have been prosecuted for Health and Safety offences in the last 3 years, they must confirm you have implemented procedures to rectify the issues identified. If you are the preferred bidder following evaluation you will have to provide a copy of the evidence	
4.8	The Contractor confirms their Organisation and any of their subcontractors comply with the Equality Act 2010 and work within any requirements of West Swindon Parish Council's Equality duties	
4.9	The Contractor confirms that none of their Directors or Organisation been prosecuted under the Bribery Act 2010	
4.10	The Contractor confirms that if they are the preferred bidder following evaluation they may have to provide a copy of relevant references if requested by the Authority.	
4.11	The Contractor confirms that if using subcontractors they will abide by the Payment Terms of the Contract	
<b><i>If selected as the preferred Bidder, the Contractor must be able to provide all evidence relating to this criteria within 5 working days of being notified to this effect.</i></b>		

## SECTION 5 – PREVIOUS EXPERIENCE

5.1	The Contractor confirms that their Organisation has not been convicted of the following offences;	
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or articles 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 on the fight against organised crime		
(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		
(c) the common law offence of Bribery		
(d) bribery within the meaning of sections 1, or 6 of the Bribery Act 2010 , or section 113 of the Representation of People Act 1983		
(e,) 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 :-		

	(i) the common law offence of cheating the Revenue;	
	(ii) the common law offence of conspiracy to defraud;	
	(iii) fraud or theft within the meaning of 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 and 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) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	
	(f) any offence listed -	
	(i) in section 41 of the Counter Terrorism Act 2008; or	
	(ii) in Schedule 2 of that Act where the court has determined that there is a terrorist connection;	
	(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered in subparagraph(f);	
	(h) money laundering within the meaning of sections 340 and 415 of the Proceeds of the Crime Act 2002;	
	(i) an offence in connection with the proceeds of the 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;	
	(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	
	(k) an offence under section 59A of the Sexual Offences Act 2003;	
	(l) an offer under section 71 of the Coroners and Justice Act 2009;	
	(m) 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; or	
	(n) any other offence within the meaning of Article 57 of the Public Contracts Directive -	
	(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	
	(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland	
5.2	The Contractor confirms that their Organisation has not been convicted of child labour or any other human trafficking offences	
5.3	The Contractor confirms that they have not made a breach of obligations relating to payment of taxes or social security	
5.4	The Contractor confirms that they are not bankrupt or are the subject of insolvency or winding-up proceedings, where assets are being administered by a liquidator or by the court, where there is in an arrangement with creditors, where business activities are suspended or there is any analogous situation arising from a similar procedure under the laws and regulations of any State;	

5.5	The Contractor confirms that they have not violated any environmental, social or labour law	
5.6	The Contractor confirms that they have not been guilty of grave professional misconduct, which renders its integrity questionable	
5.7	The Contractor confirms that there is no conflict of interest arising in the conduct of this procurement procedure	
5.8	The Contractor confirms that it has not sought to unduly influence the Authority's decision or obtain information with a view to gaining a competitive advantage	

## SECTION 6 - QUALITY

This section includes any questions relating to the quality of the solution offered

6.1	<p>Please show that your design concept addresses the following:</p> <ul style="list-style-type: none"> <li>• The new playground should be suitable for use by children of all abilities, and should encourage imaginative play as well as active and challenging play opportunities. Designs can incorporate and retain existing pieces of equipment within the design particularly if this adds to the play value.</li> <li>• Play equipment that is easy to maintain and repair by the Parish Council team. The grassed area also needs to be mown so any movement or proposed installation of equipment needs to take into account how the surface will be maintained thereafter.</li> <li>• The design should have the maximum play value for the allocated budget and should be contained within the open space site.</li> <li>• Any faults that emanate from the original design and/or failure to install in the correctly that are highlighted in the inspection reports, must be corrected at the expense of the Contractor.</li> <li>• The play equipment should be manufactured from steel wherever possible, and be as resistant to vandalism with no timber elements.</li> <li>• Any elements that require correction as highlighted in the Play Inspection reports must be corrected at the cost to the Contractor, any subsequent inspections arising must be arranged at the cost</li> <li>• Construction and finish should demonstrate a reduced risk of damage by vandals.</li> <li>• Make good existing tarmac and reinstate any damaged grass areas, and removal of all arisings.</li> <li>• Maintenance and management considerations should be of key importance within the design.</li> <li>• The design should be compliant with all relevant British and European Standards.</li> <li>• Site access should be agreed with the Client and Swindon Borough Council as landowner.</li> <li>• Works must be carried out with minimal disturbance to local residents and users of the open space.</li> </ul>
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	<p>The Contractor should allow within the budget an independent inspection to be carried out upon completion and to carry out any identified remedial works as required prior to handover at no extra cost. A copy of the inspection shall be made available to the Client. The Contractor must respond to any remedial works within seven calendar days of receipt of the Independent Inspection Report. Liquidated damages will be initiated for any weekly period thereafter.</p> <p>In order for us to undertake consultation with local young people and residents, submissions must include a colour hard copy visual presentation of the proposed design at A1 size with supporting information about the equipment. An electronic copy on CD of all documentation and the presentation is also required.</p> <p>The successful supplier may be asked to fine-tune their design to take into account the feedback from public consultation. This may require the production of a new design layout and updated quotation.</p> <p>Maximum word count – 1000 words plus attachments.</p>
<b>CONTRACTOR RESPONSE</b>	
6.2	<p>Please provide an outline project plan for the project, including stages where you will need specific interaction with the Parish Council.</p> <p>Maximum word count – 500 words plus project plan.</p>
<b>CONTRACTOR RESPONSE</b>	

## SECTION 7 - PRICE

The Contractor shall confirm the price (exclusive of VAT) to complete the works in the Pricing Schedule.

### CONTRACTOR RESPONSE (TRUE OR FALSE QUESTION)

Please confirm you have provided a pricing schedule	TRUE/FALSE
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## SECTION 8 – LEGAL COMPLIANCE

*The following documents will form any subsequent binding agreement*

### TERMS AND CONDITIONS

8.1	<p><i>Contract terms and conditions JCT Minor Works Building Contract 2011 with the following amendments</i></p> <p><b>Agreement</b></p>
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	Request for Quotation (RFQ) Pricing schedule Preambles Section A – General Requirements Terms & Conditions – JCT Minor Works Building Contract with Contractor’s Design 2011 Additional Z Clauses for Works Contracts Certificate of Bona Fide Tender Freedom of Information Exemption Form Clarification to the RFQ and responses
	<b>Authority address</b> Paula Harrison West Swindon Parish Council West Swindon Library Link Centre, Whitehill Way Swindon SN5 7DL
	<b>Review Meetings:</b> Weekly during the construction period
	<b>Possible Extension of Term:</b> Not applicable
	<b>Professional Indemnity £2,000,000</b>

## CONTRACT PARTICULARS

Clause	Subject	
Fourth Recital and schedule 2	Base Date	30 <sup>th</sup> October 2019
Fourth Recital and clause 4.2	Construction Industry Scheme (CIS)	Is not a contractor
Fifth Recital	CDM Regulations	Is not a contractor
Article 7	Arbitration	Applies
1.1	CDM Planning Period	Ends on date for commencement
2.3	Date for Commencement of the Works	01 December 2019 onwards TBC depending on existing and future weather/ground conditions. The Parish Council is flexible on start dates.
2.3	Date for Completion	Dependent on start date, the Parish Council requests that an installation period is agreed prior to initiation, with a specified completion date. It is expected that all installations will be completed within a 4-6 week period.
2.9	Liquidated Damages	Applies if after the conclusion of the work on site, work is required as stated by the inspector in the Independent Inspection. The Contractor will have seven calendar days to remedy as required. For each 7 day period thereafter, the Contractor will pay West Swindon Parish Council £250 per calendar week until a satisfactory Independent Inspection notes that work has been completed/remedied. Any additional inspections will be commissioned at the Contractors expense.
2.11	Rectification Period	Up to 6 weeks

4.3	Interim payments – percentage of value	50% on initiation on site
4.4	Percentage of the Total Value of the Works Section	100%
4.8.1	Supply of documentation for computation of amount to be finally certified	3 months
5.3.2	Contractors Insurance Injury to persons or property	£5,000,000
5.4	Insurance of the Works. Insurance Options	Clause 5.4A applies
5.4	Percentage to cover professional fees	15%
7.2	Adjudication	The Royal Institution of Chartered Surveyors / Chartered Institute of Arbitrators
Schedule 1	Arbitration	The Royal Institution of Chartered Surveyors / Chartered Institute of Arbitrators

## DECLARATIONS

8.2	Form of quotation document	<i>Appendix 1</i>
8.3	Certificate of bona fide quotation	<i>Appendix 2</i>
8.4	Freedom of Information Act Exemption Form	<i>Appendix 3</i>
8.5	Z Clauses	<i>Appendix 4</i>

## CONTRACTOR RESPONSE (Pass/Fail Question)

Please indicate acceptance of binding documents and amendments within Section 8 Legal Compliance documents set out above	Yes/No
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## SECTION 9 – EVALUATION MODEL

### 9.1 TRUE OR FALSE SELECTION CRITERIA

All True and False Questions must be answered “True” to be able to be considered for this quotation process.

The evaluation model below shall be used for this RFQ, which will be determined to two decimal places.

General	RFQ response in the correct format	TRUE/FALSE
Section 1	RFQ response received on time	
Section 1	The price shall be within the budget stated in Section One.	
Section 2	Compliance to Scope	

Section 4	No Legal proceedings as set out in 4.4	
Section 4	Acceptable financial profile	
Section 4	Insurance levels compliance	
Section 4	Health and Safety compliance	
Section 4	Equalities compliance	
Section 4	No, your organisation has not been prosecuted for bribery (section 1 and 6) within the Bribery Act 2010.	
Section 4	Relevant references can be provided	
Section 8	Adherence to all areas in Section 8 'Legal Compliance'	
<b>9.2 SCORING AWARD CRITERIA (Out of 100%)</b>		
Section 6	Quality	75%
Section 7	Price	25%
<b>Total</b>		<b>100 %</b>

<b>Evaluation Criteria</b>	
<p><b>Non-Price elements</b> will be judged on a score from 0 to 10, which shall be subjected to a multiplier so criteria worth 20% will have a 0-10 score and a multiplier of 2. The 0-10 score shall be based on:</p>	
0-1	The Question is not answered or the response is completely unacceptable. It does not meet the minimum requirement or they have completely missed the point of the question
2-3	Very poor response and not acceptable – fails to meet the minimum requirement/standard. Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
4-5	Poor response only partially satisfying requirement/standard with deficiencies apparent. Some useful evidence provided but response falls well short of minimum requirements.

6-7	Response is acceptable and meets minimum requirement but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected.
8-9	Response meets our expected requirement/standard and exceeds minimum expectations including as level of detail, which adds value to the bid. Great probability of success, no significant weaknesses noted
10	Excellent response – comprehensive and useful, which exceeds the specified performance or capability in a beneficial way. High probability of success, no weaknesses noted. The response is innovative and includes a full description of techniques and measurements to be employed
<b>Price elements</b> will be judged on the following criteria.	
<p>The Parish Council has a budget for seven play areas. The Parish Council is allocating a budget amount for each play area but will be open to requests for the budget allocations to be flexed across the groups of play areas to enable particular design features to be achieved.</p> <p>The Parish Council will score the price based on</p> <ol style="list-style-type: none"> <li>a) play value in terms of the design elements included/achieved (out of 10)</li> <li>b) the ability to deliver good quality designs across the groups that do not leave any one play area favoured over another (out of 10)</li> <li>c) designs submitted for more than one play area, where there is evidence of cost efficiencies clearly detailed in the quotation – this may be in the form of additional equipment offered. If it is easier for the Contractor to evidence the added value of a multiple contract award, Contractors may submit more than one design, e.g. for one single play area the design is X, if the Contractor is in receipt of all 7 play contracts, the design is Y or indicate possible extensions or additional equipment that the award of additional contracts would ‘release’ (out of 10)</li> </ol>	

## APPENDIX 1

<b>Form of Quotation</b>
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To: **West Swindon Parish Council**  
**West Swindon Library**  
**Link Centre, Whitehill Way**  
**Swindon**  
**SN5 7DL**

Title: **Design, Supply and Installation of Play Equipment at Shelfinch Play Area, West Swindon, SN5 8AR**

Having examined the contents of the Request for Quotation document, terms and conditions of Agreement, product/service specification(s), we offer to carry out the work in conformity with the said conditions for the maximum fixed prices detailed in the attached pricing schedule(s).

We undertake to carry out the works specified within the period stated in the request for quotation.

Our quotation offer shall be binding between us for a period specified from the closing date for receipt of quotations.

Unless and until a formal agreement is prepared and executed this Quotation and a written acceptance thereof shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Quotation you may receive.

We further undertake, if our Quotation is accepted, to comply with all the General Conditions of Contract and Specifications for the service comprising the contract.

Dated this        day                    of                    20

Signature \_\_\_\_\_

Name:                                    in the capacity of

duly authorised to sign quotations for and on behalf of:

Witness:

Address:

Occupation/Profession

## APPENDIX 2

### Certificate of Bona Fide Quotation

The essence of selective quotationing is that the client shall receive bona fide competitive quotations, from all those quoting. In recognition of this principle, we certify that this is a bona fide quotation, intended to be competitive and that we have not fixed or adjusted the amount of quotation by or under or in accordance with any agreement with any other person.

We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this quotation any of the following:

- (a) Communicate to a person other than the person calling for these quotations the amount or approximate amount of the proposed quotations, except where the disclosure, in confidence, of the approximate amount of the quotation was necessary to obtain insurance premium quotations for the preparation of the quotation;
- (b) Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted;
- (c) Offer to pay or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to any other quotation or proposed quotation for the said supply / service any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated, and any "agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We acknowledge that the Authorised Officer will be entitled to cancel the contract and to recover from us the amount of any loss resulting from such cancellation if we or our representatives (whether with our without our knowledge) shall have practiced collusion in quoting for this contract or any other contract with the Authority or shall employ any corrupt or illegal practices either in the obtaining or execution of this contract or any other contract with the Authority:

Signed: \_\_\_\_\_

Name:

Occupation/Profession:

For and on behalf of:

**APPENDIX 3**

**Freedom of Information Act 2000 (FOI)  
Exemption Form**

**GUIDANCE**

The Authority encourages its Contractors to take their own legal advice about the FoI Act. The Authority shall not be held liable for any actions claims or costs howsoever arising.

The Authority considers that the following information is likely to be captured by the “confidential” (s.41 absolute exemption) and/or “commercial interest” (s43 qualified exemption) and therefore maybe subject to the Public Interest test:

- Trade secrets; or
- Financial, commercial, scientific, technical or other information whose disclosure could reasonably be expected to result in a material financial loss or gain to the person to whom the information relates; or
- Where disclosure could prejudice the competitive position of that person in the conduct of his/her profession or business or otherwise in his/her occupation; or
- Where disclosure could prejudice the conduct or outcome of contractual or other negotiations of the person to whom the information relates.

**NB: Contractors should note that claiming blanket confidentiality of quotation documentation, breaches current Government guidelines provided to the Authority and will not be accepted, therefore rendering the entire quotation documentation disclosable under the FoI Act.**

**PROCEDURE**

1. Please specify below the relevant clauses or documentation containing the information you claim is exempt.

We consider that pricing schedules and technical specifications are most likely to be covered by one or other of the above exemptions and would therefore not, normally, be disclosed.

Each document claimed under the exemptions should be clearly marked as “confidential” or “commercially sensitive”.

**CONFIDENTIAL INFORMATION:**


**COMMERCIALLY SENSITIVE INFORMATION:**


2. The Authority is obliged to consider whether something, which its Contractor claims is confidential, is truly confidential. In those instances where the Authority does not agree with the exemption claimed, it will always consult with the Contractor before disclosing the information.

Where the Authority decides to release such information, it will only do so in the following circumstances:

- Where the Contractor consents; or
- Where the information or information of a similar type is generally available to the public (e.g. where a Minister would give such information in answer to a Parliamentary Question);or
- Where the Contractor has been advised, at the time that the information is received, that the information will be released; or
- Where the Authority believes that the public interest would be better served by disclosing rather than by refusing to disclose the information. In this instance, the views of the Contractor will be sought in advance of a decision being made. Where the Contractor refuses to agree to disclosure of the information, the Contractor is able to refer the matter to the Information Commissioner at the Contractor's expense.

Signed

Position

Print Name

Date

**RFQ submission checklist:**

<b>Document</b>	<b>Requirements</b>	<b>Checked</b>
RFQ Document	Contractor response fields (yellow) completed	
Pricing Schedule	fully completed and included in submission pack	
Form of Quotation	fully completed and signed and included in submission pack	
Certificate of Bona Fide Quotation	fully completed and signed and included in submission pack	
Freedom of Information Act 2000 Exemption Form	fully completed and signed and included in submission pack	
Design scheme	Pictorial/3d designs minimum A3 supplied in hard copy – it can be helpful to label equipment for future reference.	