**SUB THRESHOLD QUOTATIONS**

**LONG FORM   
 £10,001 UP TO £100,000**

**(No cross-border interest)**

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**East Devon District Council**

**ED0127-20**

**REQUEST FOR FORMAL QUOTATION**

**Burnside Pedestrian Footbridge Replacement**

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| **Bidder to insert their company/organisation name** |
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**Quotations submitted after the stated closing date and time**

***will not* be considered.**

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| **Request for Formal Quotations No:**  ED0127-20 | |  | **EAST DEVON DISTRICT COUNCIL**  Blackdown House, Border Road, Heathpark Estate, Honiton, EX14 1EJ |
| **Quotations for:**  **Period of Contract:** | Burnside Pedestrian Footbridge Replacement  2nd March – 29th May 2020 | | **Due for return by 12:00 Noon on:**  21st February 2020  **Quotations submitted after the stated closing date and time will not be considered.** |

1. INTRODUCTION

General

* 1. EDDC is issuing this Request for Formal Quotations ("RFQ") in connection with the Procurement.
  2. All interested Bidders can submit a Quotation for this Procurement. This RFQ provides further details of the Procurement and the process for submitting Quotations.

Communications / Contact

* 1. EDDC is using the Supplying the South West Procurement Portal for the Procurement Process: [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk/) ("the Procurement Portal").
  2. Bidders should not approach any member of EDDC in relation to the Procurement or the Procurement Process, other than by using the messaging facility on the Procurement Portal.
  3. Any technical questions relating to the use of the Procurement Portal website should be addressed preferably by email to: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com) or telephone helpline 0330 005 0352 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays). This is only the technical support line and any RFQ queries should be directed to the relevant Procurement team running the contract through the ‘Messaging’ function of the Procurement Portal.

Quotation Procedure

* 1. This RFQ has been developed to achieve the selection of a supplier to deliver the Procurement. The Procurement is below £100,000 in value and not subject to Parts 2 and 3 of the Public Contracts Regulations 2015.
  2. All Bidders are required to complete this RFQ document in order to submit their completed Quotation. All aspects of this RFQ must be completed in full and submitted as part of a Quotation (see **Section 7 (Quotation Checklist)** for further information).
  3. EDDC will evaluate Bidders' responses to the suitability assessment questions in Appendix 5 before evaluating the remainder of the Quotation. Bidders must pass the suitability assessment questions in order to have the remainder of their Quotations evaluated.
  4. The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.
  5. All documents and Quotations will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.
  6. The RFQ aims to:
* provide information to Bidders on the Procurement and the opportunities available;
* set out clearly EDDC’s requirements;
* provide information on EDDC’s approach to the RFQ process;
* set out the deliverables required from Bidders; and
* set out the evaluation criteria and weightings that EDDC will use to assess Quotations.
  1. Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 3 (Timetable and Process)** below.
  2. The questions that Bidders are required to answer in the RFQ are set out in **Appendix 7 (Quality Questions)** and **Appendix 8 (Financial Submissions)** to this document.
  3. **Quotations should be final and complete in meeting EDDC's requirements. Please refer to the submission instructions in Section 5 (Submission Instructions) and the checklist contained in Section 7 (Quotation Checklist).**
  4. However, EDDC may request Bidders to clarify aspects of their Quotations where EDDC considers it appropriate to do so.
  5. Following the submission of Quotations, EDDC expects to undertake an evaluation process to identify the Bidder to be put forward for consideration to be awarded the Contract.
  6. EDDC reserves the right to vary the procedure as described in any of the Procurement Documents including this RFQ. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.

Definitions

* 1. In this RFQ, the following definitions shall apply:

|  |  |
| --- | --- |
| **Definitions** | |
| **Advisers** | Means all professional advisers of EDDC involved in the Procurement Process |
| **Authorised Representative** | Means any employee of EDDC or the Supplier empowered to make decisions relating to the Contract, on behalf of their organisation |
| **Bidder(s)** | Means individuals and/or Organisations who are interested in quoting for the Procurement |
| **Confidential Information** | Means all information marked as confidential. Does not apply to any information not marked in this way. |
| **Contract**: | Means the agreement between EDDC and the Supplier for the Works being the subject of this Procurement Process, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties |
| **Contract Price** | Means the price referred to in the Contract as payable by EDDC, together with any additions or deductions, agreed in writing under the Contract |
| **EDD** | Means East Devon District Council or its duly authorised officers |
| **Organisation** | Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK |
| **ProContract** | EDDC’s secure hosted e-Procurement system |
| **Procurement** | Means Burnside Pedestrian Footbridge Replacement |
| **Procurement Documents** | Means any document issued by EDDC as part of this Procurement Process |
| **Procurement Portal** | Means the Supplying the South West Procurement Portal accessible at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk/) (which is the gateway system to ProContract) |
| **Procurement Process** | Means the procedure set out in this document by which the Procurement will be procured |
| **PSN** | Means Public Services Network. The public services network of networks delivered through multiple service providers as defined in the Cabinet Office PSN Glossary v1.6, 31 January 2013 |
| **Quotation** | Means the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process. |
| **RFQ** | Means Request for Formal Quotation |
| **Supplier** | Means the person or Organisation responsible for carrying out the Contract and shall include the Supplier’s successors and permitted assignees |

1. IMPORTANT NOTICES

General

* 1. This RFQ has been prepared by EDDC and is for use by those interested in quoting for the Procurement, their professional advisers, and other parties essential to preparing a Quotation for the Procurement and for no other purpose.
  2. Bidders' attention is drawn to the further notices set out in Appendix 1 (**Important Notices**) which form part of the conditions of participation in this Procurement Process and to **Section 5** (**Submission Instructions**) which details how to submit Quotations.

1. TIMETABLE AND PROCESS

Procurement Timetable

* 1. The timetable below sets out the key dates in the Procurement Process.

|  |  |
| --- | --- |
| **Date and Time** | **Stage** |
| 24/01/2020 | Procurement Documents made available online via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk/). |
| 19/02/2020 | Deadline for clarification questions |
| Noon on 21/02/2020 | Deadline for return of Quotations |
| 26/02/2020 | Evaluation of Quotations and recommendation for the successful Quotation. |
| 26/02/2020 | Completion of EDDC approval and award decision processes. |
| 26/02/2020 | Appointment of the successful Bidder and award of contract |
| 02/03/2020 | Service delivery commences |

* 1. EDDC reserves the right to amend this timetable as the Procurement Process progresses.

General Information

* 1. Bidders are directed to the information in relation to conflicts, contained in paragraph 2.1 of **Appendix 1 (Important Notices)**, and the obligations of EDDC under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

Pre Quotation Clarifications

* 1. Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by no later than Noon on the date stated in the timetable at paragraph 3.1.
  2. Upon commencement of the RFQ process Bidders must not approach any member or officer of EDDC with any queries, other than by using the ‘Messaging’ facility on the Procurement Portal.
  3. Open the ‘Messaging’ area by selecting ‘View Messages’ and this will show any messages that have already been received and the area to create new messages to then raise any clarification questions.
  4. When creating a clarification question through the ‘Messaging’ facility ensure the subject title is relevant to the question that is being asked.
  5. Any information that EDDC provides in response to requests for clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.
  6. Relevant questions together with the answers will be posted on the Procurement Portal and automatic e-mails will be sent to Bidders informing them that a new message has been posted and that they should visit the website to view it as well as the notification area within the system. If a Bidder has unsubscribed to the emails then the notification will only appear in the general notifications area within the system.
  7. Bidders registering after clarifications have been posted will not receive notification that messages are available for viewing.
  8. When Bidders first access the RFQ they should satisfy themselves that they have seen any clarifications posted. It is in the Bidder's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
  9. On submitting a Quotation in response to the RFQ, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the RFQ. EDDC cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.

Quotation Submissions

* 1. Quotations must be submitted following the instructions set out in **Section 5 (Submission Instructions)**.

Post Quotation Clarifications

* 1. Upon receipt of a Quotation EDDC may wish to pose post-Quotation clarification questions to Bidders. This process will be administered in writing via the messaging area within the Procurement Portal.

Suitability Assessment Questions

* 1. Bidders are required to complete and submit the suitability assessment questionnaire (**Appendix 5**) alongside their RFQ responses (i.e. by the deadline for Quotation submissions). Bidders' answers to the suitability assessment questions will be evaluated prior to evaluation of the RFQ responses as explained in paragraph 1.8 above.
  2. Details of the approach to be taken to the assessment of suitability are contained in the instructions to **Appendix 5**. Bidders should read the instructions in full before completing the questions.

The Award Criteria and evaluation questions.

* 1. Bidders' answers to each of the RFQ questions **Appendix 7 (Quality Questions)** must be self-contained without referring to additional documents, answers to other RFQ questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing its answer. EDDC reserves the right to mark the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Quotation. Evaluators will only read the response to each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Quotation.
  2. Answers should contain information to evidence and demonstrate what and how the Bidder intends to deliver the Works subject of this RFQ.
  3. Bidders' answers to the questions are limited to the number of words specified against the question in **Appendix 7 (Quality Questions)** (whereapplicable)**.** Where a word limit is specified, **each word** within the answer will be counted towards the word count limit.

For example:

* *Forename Surname* = two words;
* *“102”* = one word;
* All wording within or linked to diagrams, pictures, charts or tables (including their labels) will count towards the word limit;
* All text within diagrams, pictures, charts or tables and any diagrams, charts or tables “embedded” within text as a picture or an image will count towards the word limit.
  1. Answers that exceed this word count will be cropped at the word count for the question (excess words over the word count will not be assessed or evaluated). Words will be counted in the order in which they appear. The only exception to this is where words have been specifically stated not to be included within the word count; for example, if EDDC requests a document in support of a Quotation and specifically advises that this document is excluded from the word count limit.
  2. Minimum Quality: Bidders should be aware that, regardless of their price, to be considered for award of this contract they must achieve no less than **6% of a maximum 10% in any individual evaluation question.**

Price Schedule

* 1. The Bidder's price will be calculated and evaluated and weighted in accordance with the instructions detailed in **Section 6 (Evaluation)** and **Appendix 8 (Financial Submissions)**. The price element of the Quotation will be scored and will contribute to the overall score for the Quotation. EDDC seeks a fully costed and transparent Contract Price. These requirements will be clearly detailed within **Appendix 8.**

Completion of Quotation

* 1. Evaluation of a Quotation does not imply acceptance by EDDC of the Bidder’s financial stability, technical competence or ability in any way to carry out the services. EDDC has the right to return to these matters as part of the formal Quotation evaluation process.
  2. The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently EDDC decides that a Quotation contains inaccurate information, EDDC may exclude that Quotation (if still under evaluation) and/or terminate a Contract entered into as a result of that Quotation.

Confidentiality and Freedom of Information

* 1. Bidders must highlight pink any information which they consider to be confidential or commercially sensitive in their Bid and mark with the words “in confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information. Bidders should note that EDDC is likely to disclose the overall Bid price as part of the debriefing process.
  2. Bidders must not mark the entirety of their Bid as confidential. Instead Bidders must highlight pink those aspects of their Bid which are genuinely confidential and explain the reasons for the sensitivity. Bidders should note that if they fail to comply with this, EDDC may treat the entirety of a Bid as non-confidential.
  3. Where a Bidder identifies information as confidential or commercially sensitive, EDDC will take those views into account. However, EDDC will have sole discretion as to whether or not to disclose information, including information marked confidential, and in particular as to whether disclosure is required to comply with EDDC's duties under the applicable Public Contracts Regulations, Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.

* 1. Please see further details regarding confidentiality in **Appendix 1 (Important Notices).**

Return of Certificates / Contractual Undertaking

* 1. EDDC requires Bidders to give certain undertakings. These undertakings include signing the following documents, which must be completed and submitted in accordance with **Appendix 3 (Certificates)** as part of a Quotation. Copies of the certificates are provided in **Appendix 3 (Certificates)**.

• Certificate of Non-Collusion

• Certificate of Non-Canvassing

* 1. In addition, Bidders are required to complete and sign the Contractual Undertaking contained at **Appendix 4 (Contractual Undertaking)** in order to submit a Quotation. Failure to complete this may result in a Quotation being deemed non-compliant and not being evaluated.

**Contract Award**

* 1. Contract award is subject to the formal approval process of EDDC. Until all necessary approvals are obtained, no contract(s) will be entered into.

1. SPECIFICATION

About the Specification

* 1. The Works are described in the Specification in **Appendix 2 (Specification)** to this RFQ.
  2. Through their responses Bidders shall demonstrate how they intend to deliver the Works described in the Specification. Flexibility to meet changing demands and customer needs is a key priority. The successful Bidder will affirm willingness, though the life of the Contract, to vary the service provision according to EDDC's needs and reasonable requests. Changes may either be variations to the original service provision agreed or by performing additional services, whatever they may be, provided they are “reasonable” and fall within the overall scope of what the Bidder would reasonably be expected to be capable of delivering.

Alternative Quotations

* 1. Alternative Quotations will not be accepted.

Environmental Issues

* 1. The Supplier will be expected to deliver this Contract in as environmentally friendly manner as possible and to work with EDDC to improve sustainability through the life of this Contract, on issues such as packaging, miles travelled and use of raw materials.

Cost Strategy

* 1. EDDC seeks a fully costed and transparent Contract Price. These requirements will be clearly detailed within **Appendix 8 (Financial Submissions)**.

1. SUBMISSION INSTRUCTIONS

General

* 1. EDDC will reject Quotations submitted after the date and time specified as the deadline. Please see **Section 2** and **Appendix 1 (Important Notices)**.
  2. EDDC reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Quotations.
  3. All responses must be submitted electronically through the Procurement Portal to the correct area of the Procurement Portal (please see paragraph 5.14 below). Quotations which are, e-mailed, posted, hand-delivered or faxed to EDDC **will not** be considered. Bids which are uploaded to the wrong area of the Procurement Portal will not be considered.
  4. It is your responsibility to ensure that your Quotation is submitted prior to the closing date/time.
  5. You should ensure that you leave enough time to upload and submit your Quotations.
  6. **NOTE** it is not possible to complete the Quotation electronically online (see paragraph 5.14 below).

Quotation documentation

* 1. **Section 7 (Quotation Checklist)** contains a Quotation Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Quotation in response to this RFQ.

Return of Quotation documentation

* 1. EDDC is using a secure (hosted) electronic bidding system (i.e. the Procurement Portal).
  2. User guides are available from the Help menu throughout the Procurement Portal. Bidders are advised to make themselves familiar with the content of the user guides prior to uploading Quotations by using the topics within the ‘Help’ menu located on the header bar of all pages.
  3. New users to the Procurement Portal must register first to obtain a user name and password before returning to this opportunity. Bidders should refer to the help link under 'Useful Links' that provides guidance on how to register and use the system.
  4. Bidders interested in this opportunity should express their interest by clicking on the ‘Register interest in this opportunity’ within the Business Opportunity Advert.
  5. Once Bidders have expressed their interest they can access the Procurement Documentation from ‘My Activities’ on the home page or on the header bar.
  6. Please indicate via the Procurement Portal whether or not you intend to submit a Quotation in response to this RFQ by selecting “Register intent to respond” or “No longer wish to respond” under the Response Controls.
  7. In order to complete your electronic Quotation it must be downloaded to your system, completed and uploaded to the correct area of the Procurement Portal in accordance with the return instructions (within the ITT event select ‘Start My Response’ and follow the response wizard instructions) and by the stated deadline for submission of RFQ responses. Bidders should be aware that EDDC is unable to open any Quotations until after the specified closing date and time for the receipt of Quotations. Until this time, Quotations are stored in an e-vault and cannot be accessed in any manner by any EDDC staff.
  8. The full Quotation must be completed and returned in the published format (i.e. Microsoft Word). Failure to comply with this instruction may result in your Quotation being discounted. Your Quotation must be submitted through the Procurement Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Quotations should not be left to the last moment as it may take some time to upload your completed Quotation. The server timestamps (GMT) Quotations when they are submitted. Quotations submitted after the stated closing date and time **will not** be considered. Quotations may be rejected if they are not properly completed.
  9. Where Appendices to this RFQ and/or forms submitted by Bidders during the Procurement Process require signing either by the Bidders or a third party (e.g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. Therefore, EDDC will accept scanned copies of original signed forms and EDDC will also accept either scanned copies of original signed Appendices or copies of the Appendices with typed signatures. Fully signed hard copies of any forms will be required from Bidder(s) prior to the award of the Contract.
  10. All responses must be in English and should be in text submitted in A4, with a font size of no less than 10 and any financial references must be in Pounds Sterling.
  11. Where additional information has been requested (e.g. a company structure chart), this information should be clearly named so as to identify the file's contents and should be uploaded with your Quotation.

Attachments

* 1. Where specifically requested, attachments must be submitted as separate documents, preferably as Word files. They should be clearly named so that it is obvious what each attached file contains and which question it relates to.
  2. For example, if you are requested in Question 1 of the RFQ to explain your company structure by attaching a structure chart, and you attach two files to achieve this, one of the management structure and one of the staff structure, these should be called “Q1 Management Structure” and ”Q1 Staff Structure” respectively.
  3. Attachments that have not been requested as part of the RFQ will be ignored and will not be taken into consideration as part of the evaluation process.

1. EVALUATION

General

* 1. This Section 6 sets out the evaluation criteria against which the RFQ responses will be assessed.
  2. Bidders are required to respond to each of the questions set out in **Appendix 7 (Quality Questions)** and complete in full the requirements in **Appendix 8 (Financial Submissions)**.

Evaluation Criteria and Weightings

* 1. The contract award decision will be made based on the application of the detailed evaluation criteria (and sub-criteria) shown in **Appendix 7 (Award Criteria).**

Evaluation Methodology

* 1. Following compliance checks and evaluation of the suitability assessment questions, each Quotation will be evaluated and scored against the evaluation criteria and weightings and Bidders will be ranked in line with their scores.
  2. At each stage of the evaluation process all mathematical results will be rounded to two decimal places.

Quality Evaluation

* 1. In relation to the Quality criteria and sub-criteria (as indicated in **Appendix 6**), each question will be scored by the evaluation panel in application of the following scoring scale:

|  |  |
| --- | --- |
| **SCORING SCALE** | |
| **Score Awarded** | **Quality Band Performance**  **Definition** |
| 0 | Very poor or no response  The response provides no confidence. |
| 1 | Poor  The response provides very little confidence. |
| 2 | Unsatisfactory  The response provides some confidence but not to an acceptable degree. |
| 3 | Satisfactory  The response provides an acceptable degree of confidence. |
| 4 | Good  The response provides a good degree of confidence. |
| 5 | Excellent  The response provides an exceptional degree of confidence. |

* 1. In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term ‘quality’ in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. ‘Deliverability’ refers to the likelihood that a particular submission could in fact be delivered by the Bidder concerned.
  2. Each member of the evaluation panel will assess and score each Quotation separately to decide which Quality Band Performance Definition most accurately describes the response. The evaluation panel members will record the corresponding ‘Score Awarded’ (either 0, 1, 2, 3, 4, 5 – no other scores may be used) and the strengths and weaknesses of the response.
  3. Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Quotation.

Moderation

* 1. A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differed in relation to a Bidder’s response to a question in accordance with the scoring scale at 6.6.
  2. In the unlikely event that the evaluators are unable to agree on a score for a Bidder’s response, the majority score will be selected as the consensus score and the minority score(s) will be discounted along with the associated comments made in relation to the minority score(s). For the avoidance of doubt, there will be no averaging of scores where a single consensus score cannot be reached.
  3. This consensus score will be divided by the highest score available for that question (i.e. 5) to give a percentage score. The percentage score will then be multiplied by the question weighting to provide a weighted score for each question.
  4. All weighted scores from each award criterion will then be added together to give a final quality score total for each Quotation.

**Price Evaluation**

* 1. The price evaluation will be based on the total cost of the works.
  2. Prices will be evaluated by a different member(s) of staff to those who will evaluate quality. The panel evaluating quality will not be aware of the prices bid until the quality evaluation is completed.
  3. Price will be evaluated by applying the methodology set out below to the response provided by Bidders in their Financial Submissions in the format set out in **Appendix 8**  **(Financial Submissions)**.
  4. The lowest price will score 100 marks. The other offers will then receive scores expressed as an inverse proportion of the lowest price. The formula used will be:

(Lowest price/Bidder’s price) x 100 = Bidder’s price score.

* 1. Price scores will then be multiplied by the price weighting to give a final price score.
  2. If a Bidder submits a free of charge Quotation, for evaluation purposes, that offer will be allocated a price of 1p. The Quotation with a price of 1p will attract 100% of the marks available for the price score and the other offers will then receive scores expressed as an inverse proportion of the 1p Quotation.

**Final Evaluation Score**

* 1. The final overall quality and price score for each Bidder is obtained by adding the final weighted quality score for that Bidder to the final weighted price score for that Bidder to give an overall combined quality and price score out of 100.
  2. Each Bidder’s overall quality and price score will be compared with the other Bidders’ overall quality and price scores to identify the successful Quotation(s). The successful Bidder(s) will be the one(s) that submit the highest scoring overall Quotation(s).

**Evaluation Approach**

* 1. EDDC reserves the right to update and refine the evaluation approach (set out in this Section 6, the quality questions (**Appendix 7)** and sub-criteria as well as the financial submission (**Appendix 8**) prior to the RFQ response deadline.

1. QUOTATION CHECKLIST
   1. Bidders should ensure that they have fully read this RFQ and each of the Appendices to the RFQ (including the Specification and the Contract) before commencing the completion of their Quotations.
   2. The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Quotations.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Document title** | **Document location (if not contained in this RFQ)** | **Action** | **Complete** |
|  | RFQ |  | Read |  |
|  | RFQ front sheet only |  | **Complete and submit with Quotation** |  |
|  | Appendix 1 (Important Notices) |  | Read |  |
|  | Appendix 2 (Specification) |  | Read |  |
|  | Appendix 3 (Certificates) |  | **Read, sign and submit** |  |
|  | Appendix 4 (Contractual Undertaking) |  | **Read, sign and submit** |  |
|  | Appendix 5 (Suitability Assessment Questions) |  | **Read, complete, sign and submit** |  |
|  | Appendix 6 (Award Criteria) |  | Read |  |
|  | Appendix 7 (Quality Questions) |  | **Read, complete and submit** |  |
|  | Appendix 8 (Financial Submission) |  | **Read, complete, sign and submit** |  |

: Important Notices

1. Confidentiality
   1. The Procurement Process may involve EDDC providing Confidential Information to the Bidders. The Bidders shall at all times:
      1. treat all Confidential Information as confidential;
      2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
      3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Quotation in relation to the Procurement; and
      4. comply with the provisions of paragraph 4.1 below (which contains restrictions on publicity activity within any section of the media or similar).
   2. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
      1. this is done for the sole purpose of enabling a Quotation to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this RFQ; or
      2. the Bidder obtains the prior written consent of EDDC in relation to such disclosure, distribution or passing of the Information
   3. EDDC may disclose detailed information relating to Quotations to EDDC’s members, directors, officers, employees, agents or advisers and they may make the key Quotations documents available for private inspection by EDDC’s members, directors, officers, employees, agents or advisers.
   4. Subject to paragraph 1.5 below, EDDC reserves the right to disseminate information contained in Bids (including Bidder's Confidential Information) to all Bidders whether during the Bid process, at debrief stage or after the Contract has been entered into.
   5. EDDC will act reasonably as regards the protection of Bidder's Confidential Information, subject to EDDC’s duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 11.1 below) and any other associated transparency duties.
2. Conflicts
   1. EDDC requires all actual or potential conflicts of interest to be declared and resolved to EDDC’s satisfaction prior to the delivery of a Quotation. Failure to declare such conflicts (including new conflicts which may arise during the competition) and/or failure to address such conflicts to the reasonable satisfaction of EDDC could result in a Bidder being disqualified at the sole discretion of EDDC.
3. Canvassing and non-collusion
   1. EDDC reserves the right to disqualify (without prejudice to any other civil remedies available to EDDC and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who (or its directors or any other person who has powers of representation, decision or control of the Bidder), in connection with this RFQ:
      1. offers any inducement, fee or reward to any member or officer of EDDC or any person acting as an adviser for EDDC in connection with this RFQ;
      2. does anything which would constitute an offence 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;
      3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
      4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
      5. canvasses any member or officer of EDDC or any person acting as an adviser for EDDC in connection with this RFQ;
      6. contacts any officer of EDDC prior to the Contract being entered into about any aspect of the RFQ in a manner not permitted by this RFQ (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
      7. fixes or adjusts the amount of his Quotation by or in accordance with any agreement or arrangement with any other Bidder (other than its own supply chain);
      8. enters into any agreement or arrangement with any other Bidder to the effect that it shall refrain from making a Quotation or as to the amount of any Quotation to be submitted;
      9. causes or induces any person to enter such agreement as is mentioned in either paragraph 3.1.7 or 3.1.8 or to inform the Bidder of the amount or approximate amount of any rival Quotation
      10. canvasses any person connected with this RFQ who is not one of its own team;
      11. offers or agrees to pay or give or does pay or give any sum of money, inducement 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 any act or omission;
      12. communicates to any person other than EDDC the amount or approximate amount of his proposed Quotation (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Quotation);
      13. enters into any agreement with any other Bidder aimed at distorting the outcome of the competition;
      14. undertakes to unduly influence the decision-making process of EDDC; or
      15. undertakes to obtain confidential information that could confer upon it an undue advantage in the award of the Contract.
   2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing as part of their Quotation as set out in **Appendix 3 (Certificates)**.
4. Publicity
   1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of EDDC. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

1. Liability of EDDC and its Advisers
   1. In the Procurement Documents, "EDDC" includes all or any of EDDC and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person, including EDDC.
   2. The Procurement Documents have been prepared by and on behalf of EDDC for the purposes of:
      1. providing an application procedure for individuals or Organisations interested in submitting a Quotation for the Procurement; and
      2. to assist persons interested in submitting a Quotation for the Procurement in making their own evaluation of the potential opportunity.
   3. The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with EDDC. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by EDDC to Bidders.
   4. EDDC and its Advisers:
      1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with EDDC should make their own investigations and independent assessment of EDDC and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and
      2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
   5. Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
   6. The publication of the Procurement Documents in no way commits EDDC to award any contract to deliver the Procurement. EDDC reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
   7. For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to EDDC and will not be responsible or owe any duty of care to anyone other than EDDC.
2. Provision of further information from Bidders prior to making a Quotation
   1. EDDC is relying on the information provided by Bidders during the Procurement Process (including but not limited to Quotations). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise EDDC as soon as practicable (even if this is prior to the submission of a Quotation). Upon receipt of such information, EDDC shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.
3. Procurement Process and costs
   1. EDDC reserves the right at any time:
      1. to require a Bidder to clarify their Quotation(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
      2. to amend the terms and conditions of the Procurement Process;
      3. not to consider Quotations other than those specified;
      4. to issue amendments or modifications to the RFQ;
      5. to alter the timetable to contract award;
      6. to cancel or withdraw from the Procurement Process at any stage;
      7. not to award a contract, and
      8. In the case of a contract in the form of separate lots, to not award all or some of the lots.
   2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Quotations and participation in this and all future stages of this Procurement Process. Under no circumstances will EDDC be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where EDDC abandons the Procurement Process for any reason.

Abnormally low Bids:

* 1. Where EDDC receives a Quotation which appears to be abnormally low, it will require the Bidder to explain in writing the price or cost proposed in the Bid. EDDC will assess the information provided by the Bidder and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

1. Rejection of Quotations
   1. EDDC will reject or disqualify a Bidder at any time during the Procurement Process where a Quotation is submitted late.
   2. EDDC reserves the right to reject or disqualify a Bidder at any time during the Procurement Process where:
      1. a Quotation is completed incorrectly, is materially incomplete or fails to meet EDDC’s submission requirements which have been notified to the relevant Bidder;
      2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
      3. the Bidder are guilty of material misrepresentation in relation to its Quotation and/or the Procurement Process;
      4. the Bidder contravene any of the terms and conditions of this RFQ;
      5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder; or
      6. Quotations or offers by Bidders are made subject to additional or alternative conditions.
   3. All information conveyed within a Quotation will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Quotation is subsequently identified as being inaccurate, EDDC may exclude that Bidder from further consideration pre contract award. In the event of such an eventuality post contract award, EDDC reserves the right to terminate the Contract.
   4. The disqualification of a Bidder will not prejudice any other civil remedy available to EDDC and will not prejudice any criminal liability that such conduct by a Bidder may attract.
   5. EDDC reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
      1. establishing whether the Bidder meets (or continues to meet) the relevant criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or
      2. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
   6. Furthermore, before awarding the contract, EDDC reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of establishing the continued fulfilment of the suitability criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)). EDDC's contract award decision will be subject to the satisfactory completion of this process by the successful bidder.
2. Sub-contracting arrangements
   1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix must be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
   2. EDDC recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to EDDC indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify EDDC immediately of any change in the proposed sub-contractor arrangements. EDDC reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.
3. Acceptance of Quotations
   1. Bidders are reminded that no contract is entered into until EDDC expressly confirms the same in writing to the successful Bidder and all other relevant parties and declares the relevant contract documents to be unconditional. No dialogue or communication with EDDC shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
   2. The Contract shall be subject to EDDC’s Standard Conditions of Contract.
   3. Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Quotation for 120 days and no increase will be accepted prior to the Contract being entered into.

* 1. Once the Contract is entered into, prices are to be held firm for a minimum of 12 months unless otherwise stated (“Price Stability Period”).
  2. The prices quoted in the Supplier’s Quotation shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.

Contract terms **will not** be subject to negotiation.

1. Freedom of Information Act 2000 and Environmental Information Regulations 2004
   1. EDDC is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by EDDC in response to a request under either the Act or the EIR (a "Request").
   2. In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by EDDC under the Act or EIR without consulting the Bidder, although EDDC will endeavour to consult with the Bidder and consider its views before doing so.
   3. If Bidders consider that any information made available to EDDC is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to EDDC is marked commercially sensitive, EDDC shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind EDDC to any duty of confidence by virtue of that marking.
   4. Exemptions to disclosure pursuant to a Request do exist and EDDC reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to EDDC’s obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.
2. Intellectual Property
   1. This RFQ (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of EDDC except in relation to the preparation of a Quotation.
   2. All documentation supplied by EDDC in relation to this RFQ (including all Procurement Documents) is and shall remain the property of EDDC and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Quotation.

: Specification

**See document ‘C10.1001 Specification’**

: Certificates

**QUOTATION FOR THE REPLACEMENT OF BURNSIDE PEDESTRIAN FOOTBRIDGE**

**CERTIFICATE OF NON- COLLUSION**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To East Devon District Council (“EDDC”)

The essence of the public Procurement process is that EDDC shall receive bona fide competitive Quotations from all Bidders. In recognition of this principle I/We certify that this is a bona fide Quotation, intended to be competitive and that I/we have not fixed or adjusted the amount of the Quotation or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

a) communicate to a party other than EDDC the amount or approximate amount of my/our proposed Quotation (other than in confidence in order to obtain quotations necessary for the preparation of the Quotation);

b) enter into any agreement or arrangement with any other party that he shall refrain from submitting a Quotation or as to the amount of any Quotation to be submitted;

c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other Quotation or the proposed Quotation; or

d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

In this Certificate:

• the word “person” includes any person, body or association, corporate or incorporate

• the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

• the word “Quotation” includes all RFQ submissions

SIGNED ......................................................................................

POSITION ......................................................................................

On behalf of .......................................................................................

Date ...................................................................................................

**QUOTATION FOR THE REPLACEMENT OF BURNSIDE PEDESTRIAN FOOTBRIDGE**

**CERTIFICATE OF NON-CANVASSING**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To East Devon District Council (“EDDC”)

I/We hereby certify that I/we have not in connection with the award of the contract for The Procurement or any other proposed contract for the **REPLACEMENT OF BURNSIDE PEDESTRIAN FOOTBRIDGE**

• canvassed any member, employee, agent of EDDC

• undertaken to unduly influence the decision-making process of EDDC

• undertaken to obtain confidential information that could confer upon me/us an undue advantage in the award of the contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

SIGNED ......................................................................................

POSITION ......................................................................................

On behalf of .......................................................................................

Date ...................................................................................................

: Contractual Undertaking

**QUOTATION FOR THE REPLACEMENT OF BURNSIDE PEDESTRIAN FOOTBRIDGE**

**CONTRACTUAL UNDERTAKING**

**To East Devon District Council ("EDDC")**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by EDDC of my / our Quotation either in whole or in part, to supply (or perform the services), on such terms and conditions and in accordance with such Specifications (if any), as are contained or incorporated in EDDC's RFQ. I / We agree and declare that the acceptance of this Quotation by letter on behalf of EDDC, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and, I / We, if requested by EDDC, will enter into a further agreement for the due performance of the contract.

\*Signed: ...................................................………............ Date: ..............................................

Name: (in block capitals): .......................…………..................................................................

In the capacity of: ................................................. on behalf of: ...............…………................

(State official position, i.e. Director, Manager, Secretary etc.).

Company Name and postal address:............................ …………................................

....................................................................................................................…………................

Telephone No: ....................................…......……........

Fax No:.............................…..............................

E-mail: ............................….............................

\*Company Registration Number and legal form:……………………………………….

\*(It must be clearly shown whether the Bidder is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Bidder, the capacity in which he/she signs or is employed).

: Suitability Assessment Questionnaire

Instructions to Bidders

* 1. This Suitability Assessment Questionnaire asks for financial and technical information from Bidders. The financial information which we are asking Bidders to provide allows EDDC to be satisfied that Bidders have adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period. The technical information allows EDDC to assess whether Bidders have the relevant skills and experience to be capable of performing the proposed contract to meet EDDC's needs.
  2. EDDC intends to review the responses provided by Bidders and evaluate those responses using the criteria and weightings and following the methodology explained below.

Selection Evaluation Matrix

* 1. In completing this Suitability Assessment Questionnaire, Bidders should not assume that EDDC has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating submissions, except as set out in paragraph 1.4 below, EDDC will only consider information provided in response to the SAQ.
  2. Notwithstanding paragraph 1.3 above, EDDC may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's submission is false, misleading or inaccurate.
  3. EDDC will assess Suitability Assessment Questionnaire responses to ascertain that its minimum pass/fail compliance requirements have been met. The pass/fail criteria are set out in the Pass/Fail Criteria Matrix below:

| **Pass/Fail Criteria Matrix** | | | |
| --- | --- | --- | --- |
| **Level 1 Criteria** | **Level 2 Criteria Question No.** | **Level 2 Criteria** | **Available Scores** |
| Section 2: Insurance |  |  |  |
|  | [2.1 ] | Insurance | Pass/Fail |
| Section 3: Health and Safety |  |  |  |
|  | [3.1 ] | Health and Safety Policy | Pass/Fail |
|  | [3.2 ] | Health and Safety Record | Pass/Fail |
| Section 4 : Competency |  |  |  |
|  | 4.1 | Designer Experience/Qualification | Pass/Fail |

Methodology

* 1. The information requested and submitted in response to suitability assessment questions in section 1.7 below will be evaluated and assessed by EDDC in the following way:
* Question 2.1 (Insurance): Where the Bidder is presently complying with the stipulated insurance requirements, or has indicated that they will obtain the requisite insurance prior to the contract start i.e. they have answered ‘Yes’, the Bidder will pass this selection criterion. Where the Bidder responds ‘No’, the Bidder will fail the selection criterion and will be excluded from the Procurement Process.
* Question 3.1 (Health and Safety): Where the Bidder responds ‘Yes’ they will pass the selection criterion. A ‘No’ response will mean the Bidder fails the selection criterion and will be excluded from the Procurement Process.
* Question 3.2: (Health and Safety) Where the Bidder responds ‘No’ they will pass the selection criterion. Where the Bidder responds ‘Yes’, EDDC will consider the statement provided and may exclude the Bidder from the Procurement Process if they have been unable to demonstrate to EDDC’s reasonable satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.
* Question 4.1: (Competency) Where the Bidder responds ‘Yes’ they will pass the selection criterion and be required to provide further information and evidence in Appendix 7. Where the Bidder responds ‘No’, the Bidder will fail the selection criterion and will be excluded from the Procurement Process.

Questions for completion by Bidder: (Section 1).

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidder information** | |
| **Question number** | **Question** | **Response** |
| **1.1(a)** | Full name of the bidding organisation |  |
| **1.1(b) (i)** | Registered office address (if applicable) |  |
| **1.1(b (ii)** | Registered website address (if applicable) |  |
| **1.1(c)** | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| **1.1(d)** | Date of registration in country of origin |  |
| **1.1(e)** | Company registration number (if applicable) |  |
| **1.1(f)** | Charity registration number (if applicable) |  |
| **1.1(h)** | Registered VAT number |  |
| **1.1(k)** | Trading name(s) that will be used if successful in this procurement |  |
| **1.1(l)** | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| **1.1(o)** | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| **1.1(p)** | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Contact Details and Declaration** | |
| **Question Number** | **Question** | **Response** |
| **1.2(a)** | Contact name |  |
| **1.2(b)** | Name of organisation |  |
| **1.2(c)** | Role in organisation |  |
| **1.2(d)** | Phone number |  |
| **1.2(e)** | E-mail address |  |
| **1.2(f)** | Postal address |  |
| **1.2(g)** | Signature (electronic is acceptable) |  |
| **1.2(h)** | Date |  |

* 1. **Questions for completion by Bidder: (Section 2).**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 2** | Insurance | | |
|  | **Question** | **Response** | |
| Question 2.1. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: |  |  |
| Employer’s (Compulsory) Liability Insurance = £1,000,000 | Yes |  |
| No |  |
| Public Liability Insurance = £5,000,000 | Yes |  |
| No |  |
| Professional Indemnity Insurance = £100,000 | Yes |  |
| No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 3** | Health and Safety | | |
|  | **Question** | **Response** | |
| Question 3.1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | Yes |  |
| No |  |
| Question 3.2 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? | Yes |  |
| No |  |
| If your answer to question 3.2 was “Yes”, please provide details in this cell of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. | | | |
| **Section 4** | Competency | | |
|  | **Question** | **Response** | |
| Question 4.1 | Please confirm that your chosen designer is competent in footbridge design, including appropriate qualifications and experience. (This will need to be evidenced in Appendix 7) | Yes |  |
| No |  |

: Award Criteria

**Table 1: Evaluation Criteria and Weightings**

|  |  |  |
| --- | --- | --- |
|  | **Criteria** | **Weighting for Quotation Evaluation** |
| A | QUALITY | 30% |
| B | PRICE | 70% |
| **TOTAL** |  | **100%** |

**Table 2: Detailed Criteria and Weightings**

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Criteria Weighting** | **Sub-Criteria** | **Sub-Criteria Weighting** |
| **QUALITY** | **30%** | Q.A1 Suitability of Design | 10% |
| Q.A2 Carbon Reduction Methodology | 10% |
| Q.A3 Competency | 10% |
| **PRICE** | **70%** | Q.B1 Price | 70% |
|  |  |

: Quality Questions

**QUESTIONS BIDDERS ARE REQUIRED TO ANSWER**

**The responses to the questions in this Appendix along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in Appendix 6 (Award Criteria) and familiarise yourself with this before completing this Appendix. Bidders should be aware that there is a word count limit for certain questions; please see paragraph 3.19 for information on how word count limits are treated.**

|  |
| --- |
| **Criteria A – Quality** |
| Q.A1 Suitability of Design  **Maximum Score: 5 Weighting: 10%** |
| The suitability of the submitted design will be assessed against the design criteria stipulated in the provided specification document. This will include materials used, design life, construction methodology, suitability for build area available and accessibility.  Evaluation will primarily be of bridge specification provided by the contractor, as well as their installation/construction method and any provided drawings/photographs.  Responses may be included within this section or as a separate document. |

|  |
| --- |
| **Criteria A – Quality** |
| Q.A2 Carbon Reduction Methodology  **Maximum Score: 5 Weighting: 10%** |
| Please provide details of how you have taken measures to reduce the carbon footprint of your design and/or proposed method of construction  **Your responses to this question must be limited to no more than 500 words.** |

|  |
| --- |
| **Criteria A – Quality** |
| Q.A3 Competency  **Maximum Score: 5 Weighting: 10%** |
| Please provide details and evidence of your designer’s competency in footbridge design. This should include experience and qualifications, which should be evidence e.g. through provision of certification and case studies. |
| **Criteria B – Price** |
| Q.B1 Price  **Weighting 70%** |
| Please complete pricing schedule at the end of this document  Submissions will be evaluated as per Section 6: Evaluation |

: Financial Submissions

**PRICING SCHEDULE:**

Bidders are obliged to submit their pricing here including their total price and an itemised breakdown for the goods/services/works as detailed below. The total contract cost to be used for evaluation purposes will be the total cost, (Lifecycle cost for the main period of the contract (excluding VAT and any possible extension periods)).

Your Bid may be rejected if:

* you fail to fully complete the Pricing Schedule; and/or
* you submit an alternative Pricing Schedule.
* If you intend to offer an element of the service or goods free of charge then you must enter the number ‘0’ in the relevant cell of the pricing spreadsheet/table.

|  |  |
| --- | --- |
| **Description** | **Price** |
| * Final design of footbridge, including issue of technical drawing * Removal of existing bridge structure * Making good of existing abutments/foundations * Supply of new bridge * Delivery to site * Construction/installation onto existing abutments * Tie in to existing footpath | £  Total Contract cost  (exclusive of VAT) |

Once the Contract has being entered into, prices are to be held firm for a minimum of 12 months unless otherwise stated (**“Price Stability Period”**).

The prices quoted in the Supplier’s Quotation shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.

I / We offer to supply the goods and/or services listed in the pricing schedule in compliance with the Specification and all other documents forming the Contract and at the fixed price above.

\*Signed: ........................................................................................ Date: ............................

Name: *(in block capitals)* .......................................................................................................

In the capacity of: ....................................................... on behalf of: .....................................

*(State official position, i.e. Director, Manager, Secretary etc)*.