

## **REQUEST FOR QUOTATION.**

### **Cultural Consultancy for the Arts in Somerset**

<b>SSDC Reference:</b>	<b>SSDC/202205KH</b>
<b>Pro Contract Reference:</b>	<b>DN614362</b>
<b>Issue Date:</b>	<b>25 May 2022</b>
<b>Deadline for receipt of Quotations:</b>	<b>24 June 2022</b>

# Contents

1.	Introduction to South Somerset District Council	3
2.	Background to the Procurement	3
3.	Outcomes Sought	3
4.	Overview of the Procurement.	4
a.	Timing of the Procurement	4
5.	Procurement Information	4
6.	Access to the opportunity	5
7.	Timetable	5
8.	Quotation submission	5
9.	Clarification question	6
10.	Clarification of RFQ responses / Interviews	6
11.	Amendments to RFQ Documents	6
12.	Modification and Withdrawal	7
13.	Quotation Validity	7
14.	Preparation of a quotation	7
15.	Contract Terms	7
16.	Confidentiality	8
17.	Consortia and sub-contracting	9
18.	Anti-Collusion Certificate	9
19.	Conflicts of interest	10
20.	Exclusions	10
21.	Authority's warranties and disclaimers	11
22.	Bribery Act	12
23.	Public Services (Social Value) Act	12
24.	Freedom of Information Act	12
25.	Counter Terrorism and Security Act	13
26.	Staff Transfer and TUPE	13
27.	Notification of inventions	13
28.	Contract award and acceptance	14
29.	Publicity	14
30.	Transparency	15
31.	Glossary	15

## 1. Introduction to South Somerset District Council

South Somerset District Council is responsible for providing a wide range of services to the population of South Somerset. South Somerset is one of five district areas, which collectively form the administrative county of Somerset, which lies at the heart of the south-west peninsula of England. It is the largest district in Somerset and covers an area of 370 square miles. The district has a population of around 165,000 people with approximately 60,000 domestic households. It is a largely rural district spread across a number of towns, villages and hamlets.

Further information on South Somerset District Council is available from the following website: [www.southsomerset.gov.uk](http://www.southsomerset.gov.uk)

## 2. Background to the Procurement

This project sets out to create and develop a cultural strategy for the county of Somerset, with the ambition that the new Somerset Unitary Authority adopts the strategy. The project and creation of a cultural strategy for Somerset, is being developed by the five local authorities in Somerset and will be a critical advocate for the arts and culture in Somerset. This project seeks to unite the existing five local authorities in Somerset and to present an exciting vision for the role of culture within our county and the communities the council serves.

Further information is provided in **Appendix 1: Specification of Requirements**.

## 3. Outcomes Sought

1. Produce a 5-year cultural strategy for the new unitary authority Somerset Council that voices the priorities of the community, rationalises existing council strategies, promotes the cultural identity of Somerset and ensures arts and culture is embedded at the heart of the new Somerset Council's strategic plans.
2. Raise awareness and promote the role culture can play in enriching our communities and improving the quality of life, health and wellbeing and local economy for Somerset residents, visitors and local businesses.
3. Establish and realise Somerset's potential as a cultural destination, serving to protect, capitalise and unlock potential opportunities for Somerset's creative sector that unifies place-based priorities of all five authorities.

#### 4. Overview of the Procurement.

This procurement is being carried out by South Somerset District Council (on behalf of the five local authorities in Somerset) as the Contracting Authority (referred to as the Authority within this RFQ). The Authority wishes to select a supplier to provide the Services described in **Appendix 1: Specification of Requirements** of this Request for Quotation (RFQ).

This procurement is being conducted in accordance with South Somerset District Council Standing Orders.

##### a. Timing of the Procurement

Contract name	Cultural Consultancy for the Arts in Somerset
Authority reference	SSDC/202205KH
ProContract Reference	DN 614362
Project lead	South Somerset District Council – Katherine Hoskins
Contract Start Date	18 July 2022
Contract Duration	9 months
Form of Contract	See Appendix 2

#### 5. Procurement Information

This RFQ and all supporting documentation is designed to ensure that all Tenderers are given equal and fair consideration. Please provide all information in the format and order specified.

Terms are defined in the Glossary at the end of this RFQ.

Tenderers should read these instructions carefully before completing the documentation. Failure to comply with these instructions for completion and submission of quotations may result in the rejection of the quotation. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the requirements and contractual obligations. This RFQ sets out the Conditions of Tender and participation by the Tenderer automatically signals that these are accepted.

The Tenderer will ensure that where it proposes to use sub-contractors, consortium members and/or advisers each of them will abide by the Conditions of Tender.

No information contained in this RFQ or in any communication made between the Authority and any Tenderers in connection with this RFQ should be relied upon as constituting a contract, agreement or representation that any contract will be offered in accordance with this RFQ.

The Authority reserves the right to amend, add to or withdraw all or any part of this RFQ at any time during the procurement exercise.

The Authority reserves the right, to change without notice the basis of, or the procedures for, the competitive tendering process, and the right to terminate the process at any time and not award any contract in respect of the Requirements. Under no circumstances will the Authority incur any liability in respect of this RFQ or any supporting documentation, including (but not limited to) liability for any wasted costs incurred by any Tenderer as a result of participating in an abortive procurement exercise.

The Tenderer should not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement during the period of the procurement, unless instructed otherwise by the Authority Contact

## 6. Access to the opportunity

The Authority has issued this RFQ via the Supplying the Southwest Procurement Portal at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) on ProContract and Contracts Finder.

New users to ProContract must register first to obtain a user name and password before returning to this opportunity. Applicants should refer to the help link under Useful Links that provides guidance on how to register and use the system.

## 7. Timetable

The table below sets out the proposed timetable for this procurement, from the date of issue of the RFQ to the proposed commencement date of the contract. The Authority reserves the right to vary the timetable

Issue of Invitation to Quotation (RFQ)	25 May 2022
Deadline for questions to be raised	10 June 2022, Midday
Answers to Tenderer questions published	17 June 2022
RFQ Return Date (Submission of completed Quotations )	24 June 2022, Midday
Completion of RFQ evaluation/appraisal	29 June 2022
Provisional Dates for Interviews with Bidders	01 July 2022
Inform Bidders of Outcome of RFQ Evaluation / Intention to award	05 July 2022
Contract award	18 July 2022
Contract Commences	18 July 2022

## 8. Quotation submission

Tenderers should return their Quotation through the Supplying the Southwest portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) by **24 June 2022 (12 noon)**.

Quotations received after the closing date and/or time, submitted through the wrong channels, or those that are an incomplete response, will be rejected.

Tenderers must complete and return the documents listed in **Appendix 4: Standard Submission Documents** to this RFQ.

Tenderers are asked to include a single point of contact in their organisation for their response to the RFQ. The Authority will not be responsible for contacting the Tenderers through any route other than the nominated contact. The Tenderers must therefore undertake to notify any changes relating to the contact promptly

Please ensure you submit your best quotation. This quotation procedure does not allow for post-quotation negotiation. You will be evaluated on your submitted quotation.

The Authority will assess each returned Quotation to check for completeness. Tenderers will ensure that they provide a response for each required item as failure to do so may result in the Quotation being rejected and the Tenderer being disqualified

## 9. Clarification question

Any clarification questions regarding the RFQ should be submitted via the portal at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) before the date specified in the timetable above. The Authority will publish all clarification questions and subsequent answers to all Tenderers anonymously. Tenderers are therefore advised to not submit queries of a commercially sensitive nature.

Unless stated otherwise in writing from the Authority, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed via the portal.

## 10. Clarification of RFQ responses / Interviews

The Authority reserves the right to require the Tenderer to clarify its RFQ Response in writing/presentation and/or provide additional information. Tenderers must respond to any such clarification request promptly and in any event within any specific timescales set by the Authority for these purposes. Failure to respond adequately may result in the Tenderer not being selected.

As part of the evaluation process, Tenderers may be required to attend an interview. The interview will be used to explore further the quality and technical merit of the Tenderer's proposals for the Services as provisionally assessed from their written submission. If required the interviews will be held during the period indicated in the timetable and Tenderers will be advised of the date for their interview in advance. **Bidders are asked to provisionally reserve these dates, 01 July 2022.** Detailed interview arrangements will be confirmed the week preceding the interviews as applicable.

## 11. Amendments to RFQ Documents

At any time prior to the Deadline for the receipt of Quotations, the Authority may modify the RFQ (including supporting documents such as the Conditions of Contract) by amendment. Any such amendment will be numbered and dated and issued by the Authority to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Quotations, the Authority may, at its discretion, extend the deadline for receipt of Quotations.

## 12. Modification and Withdrawal

Tenderers may modify their Quotation prior to the Deadline via electronic submission to the portal. No Quotation may be modified subsequent to the Deadline for receipt.

Tenderers may withdraw their Quotation at any time prior to the Deadline by giving notice to the Authority via electronic submission to the portal.

## 13. Quotation Validity

The Quotation should remain open for acceptance for a period of **90 calendar days** from the Deadline for the return of quotations. A Quotation valid for a shorter period may be rejected.

Prices quoted will be exclusive of VAT and will be fixed for the duration of the Contract. Prices offered should be in GB Pounds Sterling for all items as detailed in **Appendix 1: Specification of Requirements** and in accordance with the terms and conditions of any Contract as detailed in **Appendix 2: Terms and Conditions**; inclusive of all taxes (other than United Kingdom Value Added tax) which may be payable; and include any discounts.

## 14. Preparation of a quotation

The Authority relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Quotation and to undertake any investigations they consider necessary to verify any information provided to them during the procurement process.

Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the requirements and their Quotations, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives.

Tenderers should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this RFQ, any of its associated documents and/or any other information issued to them during the procurement process.

## 15. Contract Terms

The Terms and Conditions that will apply to this contract are detailed in **Appendix 2: Terms and Conditions** of this RFQ. Tenderers are required to familiarise themselves with the Terms and Conditions which will apply should their Quotation be accepted. Tenderers will be required to declare that they have read and understood and will comply with the terms and conditions as part of the Submission process.

The Authority will expect to enter into contractual arrangements on the terms set out in the draft Contract. Any queries regarding the terms and conditions, including a Tenderer's request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period as defined in paragraph 6 of this RFQ. The Authority requests that Tenderers' comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.

Where the Authority is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Tenderers will be notified accordingly. The Authority reserves the right to extend the Submission deadline date in order to allow Tenderers sufficient time to take these changes into account. Where the Authority is not in agreement with any changes those proposals will have been judged to have been rejected and the Authority will provide an explanation to the Tenderer/s as to the reason/s why it has been judged so.

When the period for clarification has closed Tenderers will no longer be allowed to raise any further queries regarding the terms and conditions and the Tenderer will not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.

## 16. Confidentiality

The contents of this RFQ are being made available by the Authority on condition that:

- All material issued in connection with this RFQ will remain the property of the Authority and must be used only for the purpose of this procurement exercise. All Authority issued RFQ material must be either returned to the Authority or securely destroyed by the Tenderers (at the Authority's option) at the conclusion of the procurement exercise.
- Tenderers must at all times treat the contents of the RFQ and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- Tenderers must not disclose copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- Tenderers must not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Quotation; and
- Tenderers must not undertake any publicity activity of any kind in relation to the Quotation.
- Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:
  - This is done for the sole purpose of enabling a Quotation to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
  - The Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or



- The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the RFQ or any agreement arising from it; or
- The Tenderer is legally required to make such a disclosure.
- The Authority may disclose detailed information relating to Quotations to its officers, employees, agents or advisers and the Authority may make any of the documents available for private inspection by its officers, employees, agents or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Quotation (unless there is a requirement for disclosure under the FoIA).
- The Authority may consult credit reference agencies to assess the creditworthiness of a Tenderer and such information may be used in the assessment of a Quotation.

## 17. Consortia and sub-contracting

It is expected that this Invitation to Quotation will be responded to by single Tenderers. However, if a consortium tenders, the Authority may require that either one member of the consortium undertakes primary liability for the Services, or that the consortium forms a legal entity in accordance with [Regulation 19 of the Regulations](#).

Where a Tenderer intends to use sub-contractors, it is the Tenderer's responsibility to provide each sub-contractor with all the necessary information (having regard to the provisions relating to confidentiality in this RFQ) to enable production of their Quotation. Where information about a Tenderer is requested, information must be given about all sub-contractors of that Tenderer (other than labour-only contractors).

Tenderers must ensure that all sub-contractors and consortium members and advisers comply with the requirements placed on Tenderers in this RFQ.

## 18. Anti-Collusion Certificate

Any Tenderer who:

- fixes or adjusts the amount of its Quotation by or in accordance with any arrangement with any other party; or
- communicates to any party other than the Authority the amount or approximate amount of its proposed Quotation or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Quotation or insurance or any necessary security); or
- enters into any agreement or arrangement with any other party that such other party will refrain from submitting a Quotation; or

- enters into any arrangement with any other party as to the amount of any Quotation submitted; or
- offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Quotation or proposed Quotation, any act or omission,

will (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

Tenderers are required to sign and return the **Anti-Collusion Certificate** found in **Appendix 4: Standard Quotation Submission Documents – Part 6**.

## 19. Conflicts of interest

The Authority requires all actual or potential conflicts of interest to be resolved to its satisfaction. Other than where the conflict of interest arises during the tender period, this must be done before the delivery of Quotations in response to this RFQ. This includes any conflicts of interest arising during the Tendering and evaluation processes where a Tenderer or a subcontractor/supplier or adviser to the Tenderer is:

- the same firm or company or a member of the same group of companies as another Tenderer or a subcontractor/supplier or adviser put forward by another Tenderer in respect of the Services; or
- an adviser to or a member of the same group of companies as an adviser to the Authority.

Resolving the conflict of interest may (at the discretion of the Authority) require the withdrawal of a Tenderer or one of the Tenderers subject to the conflict of interest.

## 20. Exclusions

The issue of an RFQ is not a commitment by the Authority to place an order as a result of the procurement exercise or at a later stage. The Authority reserves the right to decide not to award any Contract as a result of this procurement process.

Tenderers should note that the details of spend, volumes and potential access dates set out in this RFQ are estimates only. They are not intended to provide any commitment as to the volume and/or value of the Specification of Requirements the Authority may purchase.

## 21. Authority's warranties and disclaimers

This RFQ and accompanying documents reflect the Authority's current requirements for the Service. The Authority reserves, at its discretion, the right to amend these as it considers appropriate from time to time.

Whilst the information in this RFQ has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This RFQ is issued on the basis that:

- Neither the Authority nor any of their advisers accept any liability, responsibility or duty of care to anyone other than the Authority for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which this RFQ relates;
- neither the Authority nor any of their professional advisers make any (express or implied) representation or warranty either about the information contained in this RFQ or on which it is based, or about any written or oral information that may be made available to any Tenderer, funder, other interested person or their professional advisers;
- nothing contained in this RFQ constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, make a Quotation or enter into the Contract or any other related agreement;
- this RFQ is not intended to provide a basis for any investment decision and should not be considered as a recommendation by the Authority or any of their advisers;
- neither this RFQ nor any information supplied by the Authority should be relied on as a promise or representation as to the future;
- this RFQ is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions; and
- no implied contract is to arise between the Authority and any Tenderer resulting from the issue of or any Tenderer's compliance with this RFQ or matters related to it.

Each Tenderer to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

Under no circumstances will the Authority be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or Submission of an offer.

Any agreement concluded as a result of this RFQ will be governed by English law.

## 22. Bribery Act

Any Tenderers who directly or indirectly canvasses any officer, member, employee, or agent of the Authority concerning the establishment of any agreement or who directly or indirectly obtains or attempts to obtain information will be disqualified.

The Bribery Act 2010 modernises the law on bribery and came in to force on 01 July 2011. The Act requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Tenderers should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

## 23. Public Services (Social Value) Act

The Public Services (Social Value) Act 2012 brought in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts. Tenderers should note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

## 24. Freedom of Information Act

The Authority is subject to The Freedom of Information Act 2000 ("FoIA"), Data Protection Legislation and The Environmental Information Regulations 2004 ("EIR").

As part of the Authority's duties, it may be required to disclose information concerning the procurement process, details about individuals or the Contract to anyone who makes a reasonable request.

Any information supplied, which the Tenderer considers may be potentially exempt from disclosure under the Freedom of Information Act MUST be set out in **Freedom Information Act 2000 (FOI) Exemption Form** of the **Appendix 4: Standard Quotation Submission Documents Part 8**.

The attention of Tenderers is drawn to Section 43 of the Freedom of Information Act: <http://www.legislation.gov.uk/ukpga/2000/36/section/43> which provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Authority). Applicants are further advised that, if the Authority considers this exemption applies, it will then be necessary for the Authority to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

The Authority will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the FoIA or the EIR however the Authority will be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request for information. The Authority must make its decision on disclosure in accordance with the provisions of the FoIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under the FoIA or the EIR.

As such the Authority will only keep confidential information that is properly confidential in its nature and then only for a reasonable amount of time.

The rights of data subjects under Data Protection Legislation will be applied in accordance with the requirements of Data Protection Legislation. Where appropriate the Authority will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information.

However the Authority will be entitled to determine in its absolute discretion whether any information is exempt from Data Protection Legislation when considering disclosure of information in response to a request for information. The Authority must make its decision on disclosure in accordance with the provisions of the Data Protection Legislation.

## **25. Counter Terrorism and Security Act**

Section 29 of the Counter Terrorism and Security Act 2015 places a duty on Local Authorities in the performance of their duties to have “due regard to the need to prevent people from being drawn into terrorism”. The Act requires the Authority to ensure that its procedures help to ensure a better understanding of radicalisation so that strategies can be put in place to deal with it. As part of this responsibility all Tenderers should make themselves aware of the obligations set out at <http://www.legislation.gov.uk/ukpga/2015/6/contents>.

## **26. Staff Transfer and TUPE**

The Authority considers it highly unlikely that there will be any employees of existing consultants who will transfer under TUPE to the successful Tenderer(s) on commencement of the Contract.

## **27. Notification of inventions**

In its Quotation the Tenderer will notify the Authority of:

- any invention or design the subject of Patent or Registered Design rights (or application thereof) of which the Tenderer is aware which is owned by a third party and which appears to be relevant to the performance of any resultant contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant contract;
- whether it is subject to any restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of any other intellectual property (including technical information) required for the purpose of any resultant contract or subsequent use by the Authority of anything required to be done or delivered under any resultant contract;

- any allegation of infringement of intellectual property rights made against the Tenderer which pertains to the performance of any resultant contract or subsequent use by the Authority of anything required to be done or delivered under any resultant contract;
- any patent or registered design, (or application thereof) owned or controlled by the Tenderers and which appears to be relevant to the Requirements under any resultant contract, and use of which by or on behalf of the Authority may give rise to any claim.

## 28. Contract award and acceptance

The Authority reserves the right (in addition and without prejudice to any other provisions in this RFQ) to disqualify a Tenderer (and consequently reject any Quotation from that Tenderer) where:

- the Tenderer fails to comply fully with the requirements of this Request for Quotation;
- the Tenderer fails to comply fully with the requirements of this RFQ or is guilty of a serious misrepresentation in supplying any information required in the RFQ and/or;
- There is a change in identity, control, financial standing or other factor impacting on the eligibility of the Tenderer to continue participating in this procurement exercise.

The Authority will award the contract to the Tenderer that submits the most economically advantageous Tender (MEAT). The criteria that will be used by the Authority to determine that an offer for the Services is the most economically advantageous and the weighting of those criteria are in **Appendix 3: Selection and award criteria**.

If a Quotation is considered to be abnormally low the Authority reserves the right to reject that Quotation after following the process in [Regulation 69 of the Regulations](#).

The Tenderer in submitting the Quotation undertakes that in the event of the Quotation being accepted by the Authority and the Authority confirming in writing such acceptance to the Tenderer, the Tenderer will within 14 days of being called upon to do so by the Authority execute a formal agreement with the Authority in the form of the Conditions of Contract in **Appendix 2: Terms and Conditions** to this RFQ and incorporating relevant parts of the Tenderer's winning Quotation or (if required by the Authority) in such amended form as may subsequently be agreed.

The Authority will be under no obligation to accept the lowest or any quotation.

## 29. Publicity

Tenderers are advised that the Authority may wish to make a public announcement concerning the award of the Contract and any substantial subcontracts placed down the supply chain. To this end, unless there are specific objections for doing so, Tenderers are requested to provide details of such subcontracts.

Any Tenderer who wishes to make a similar announcement, either coincident with or subsequent to Authority's announcement, must seek prior approval from the Authority's Contact.

The content of any announcement a successful Tenderer may wish to make must be cleared in advance by the Authority.

The Authority reserves the right to publish the following information once the Contract has been awarded:

- Contractor(s) Name
- Nature of goods or service to be supplied
- Award criteria
- Rationale for contract award
- Total price of the contract awarded

Under no circumstances should a successful Tenderer confirm to any third party the fact of their acceptance of an offer of contract prior to informing the Authority of their acceptance, and/or ahead of the Authority's announcement of the award of contract.

### 30. Transparency

The Authority is required to publish details of all contracts with a value over £5,000. Therefore, if you win this Tender the Contract between you and the Authority will be published in its entirety. Information may only be redacted if it is reasonably designated as confidential in accordance with [Regulation 21 of the Public Contract Regulations 2015](#). The successful Tenderer may be requested to provide a copy of the redacted Contract to the Authority once it is awarded.

### 31. Glossary

Unless the context otherwise requires, the following words and expressions used within this RFQ shall have the following meanings:

TERM	Definition
<b>Award Criteria</b>	The criteria used by the Authority for the award of the contract
<b>Conditions of Contract</b>	Means the terms and conditions contained in <b>Appendix 2: Terms and Conditions</b> of this Invitation to Quotation (RFQ), being the contractual terms and conditions (including applicable Schedules) that are applicable to the Requirements and on the basis of which Tenderers are required to submit their Quotations.
<b>Conditions of Tender</b>	means the terms and conditions set out in this RFQ relating to the participation of the Tenderer in this procurement process.

TERM	Definition
<b>Contract</b>	means the contract for the provision of the Requirements that the Authority may choose to award to the successful Tenderer and which is executed by the Tenderer and the Authority, based on the terms and conditions of Contract in <b>Appendix 2: Terms and Conditions</b> of this RFQ, following the Authority's acceptance of the Tenderer's Quotation.
<b>Contracting Authority</b>	<b>South Somerset District Council (the Authority)</b>
<b>Consultant</b>	means any Tenderer who has had its Quotation accepted by the Authority and has been awarded the Contract.
<b>Contractor</b>	means any Tenderer who has had its Quotation accepted by the Authority and has been awarded the Contract.
<b>Authority Contact</b>	means the person or persons detailed who are duly authorised to act for the Authority in respect of this RFQ.
<b>Deadline</b>	means the final date by which Quotations must be submitted in accordance with this RFQ.
<b>Goods</b>	means those goods, services or works that the Authority wishes to procure that are the subject of the RFQ, as more particularly specified in <b>Appendix 1: Specification of Requirements</b> of this RFQ.
<b>Request for Quotation (RFQ)</b>	means the Request for Quotation documentation and all related documents / material published by the Authority and made available to Tenderers.
<b>RFQ Submission</b>	means the documentation in <b>Appendix 4: Standard Submission Documents</b> to be submitted by the Tenderer to the Authority in response to this RFQ;
<b>Proposal</b>	Means the Tenderers method statements within its Quotation that details how it will meet the Requirements specified in <b>Appendix 1: Specification of Requirements</b> of this RFQ
<b>Regulations</b>	means the Public Contracts Regulations 2015.
<b>Schedule</b>	means the Schedules within <b>Appendix 2: Terms and Conditions</b> of this Invitation to Quotation (RFQ)
<b>Selection and Award criteria</b>	means those criteria set out in Appendix 3 of this RFQ



TERM	Definition
<b>Services</b>	means those services that the Authority wishes to procure that are the subject of the RFQ, as more particularly specified in <b>Appendix 1: Specification of Requirements</b> of this RFQ
<b>Specification of Requirements</b>	means those Goods or Services that the Authority wishes to procure that are the subject of the RFQ, as more particularly specified in <b>Appendix 1: Specification of Requirements</b> of this RFQ
<b>Supplying the Southwest procurement portal</b>	The Authority's tendering portal found at: <a href="http://www.supplyingthesouthwest.org.uk">www.supplyingthesouthwest.org.uk</a>
<b>Quotation</b>	means a Tenderer's formal offer to supply goods and/or services to the Authority made in response to the RFQ, such offer to be made in the form of an RFQ Submission that complies fully with the requirements of this RFQ (forming Schedule 3 of the Contract)
<b>Tenderer</b>	means any company, individual or partnership who submits a Quotation in response to this RFQ.
<b>Quotation Documents</b>	The documents for the Contract including without limitation the RFQ and appendices, the Contract and its Schedules, the Specification, any amendments or revisions to the quotation documents, the Workforce Information, and all other documentation issued by the Authority relating to the bid process.
<b>TUPE</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006.