



Electricity
north west

Bringing energy to your door



Request for Proposal

Flexible Service requirement Spring 2020

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1 INTRODUCTION

This Request for Proposal (RfP) is seeking flexible services in Claughton, Golborne, Higher Walton and Sebergham.

This RfP consists of 6 documents, which are outlined in the table below.

Document title	Description
Introduction and Request for Proposal	Contains an overview of our requirements and the terms and conditions relating to this request for proposal
Appendix 1 – Template Contract	Contains the Template Contract for flexible services and the terms and conditions relating to the contract.
Appendix 2 - Technical Specification	Outlines the minimum criteria for participation within this request for proposal along with the technical specification.
Appendix 3 – Claughton	Details our requirement in Claughton
Appendix 4 – Golborne	Details our requirement in Golborne
Appendix 5 – Higher Walton	Details our requirement in Higher Walton
Appendix 6 - Sebergham	Details our requirement in Sebergham

These documents can be viewed and downloaded separately from our [website](#), and can also be accessed through our procurement portal, WAX digital.

2 WHO IS ELECTRICITY NORTH WEST

2.1 About us

Electricity North West is one of 14 distribution network operators in the UK regulated by Ofgem. We operate the local electricity network and distribute electricity, mainly from the National Grid, to 2.4 million homes and businesses in the North West of England.

We are responsible for maintaining and upgrading 13,000 km of overhead power lines and more than 44,000 km of underground electricity cables and much more.

Our network in the North West of England is one of the most reliable in the country and we are investing £1.9bn by 2023 to ensure we continue to deliver an excellent, safe and affordable service to all our customers.

2.2 Our vision

Britain's energy mix is changing and the way we manage our electricity network needs to change too. As the region's network operator it's our responsibility to plan for the future and help reduce the impact of fossil fuels like gas and oil on the environment.

As we use fewer fossil fuels, we will start to need more electricity for low carbon technologies such as electric heating and electric vehicles. This means that demand for electricity will rise significantly,

placing a strain on our network. The cost of upgrading the network to meet this increased demand will mean higher bills for customers. So we are trialling smarter, more affordable techniques to use the existing network more efficiently, which will reduce costs for all our electricity customers in the future.

One aspect of our strategy is to look at areas of the network which are likely to need expensive reinforcement to meet increasing demand and look at other, more flexible solutions to meet that demand.

2.3 Flexible Service requirements

Distributed Energy Resources (DERs) are companies or individual customers capable of adjusting how much they consume or generate electricity and can support the local distribution network at times of high electricity demand when the network is operating abnormally, and receive payment from Electricity North West in return. These DERs can be generators, consumers, and electricity storage connected to our networks that can increase exports (generate more) or reduce imports (consume less) when instructed.

As the distribution network operator in the North West of England, we are looking to use this flexibility to support how we operate our local networks, as an alternative to traditional approaches. The aim is to reduce the cost for electricity distribution networks in customer energy bills while ensuring that our network remains resilient, reliable and meets our customers' needs.

3 NETWORK REQUIREMENTS






This Request for Proposal is seeking flexible services for Claughton, Golborne, Higher Walton and Sebergham, as depicted in Figure 2.1 on the following page.

Figure 2.1: Flexible Services requirement areas



Figure 2.2 summarises our requirements for each of the areas in which we are seeking flexible services.

Figure 2.2: Flexible Services requirements for FY21

Network Location	Type of Response	Voltage of connection	Maximum Flexible Service requirement (MVA)	Availability Window				Estimated Availability Rate	Estimated Utilisation Rate
				Start date	Months	Days	Times		
Cloughton	 Restore	LV or HV	0.05	Sep-20	Sep-Mar	All week	07:00 – 09:30 & 17:00-20:00	Up to 1100 hours pa	Up to 40 hours pa
Golborne	 Secure	LV or HV	7.80	Nov-21	Oct-Mar	All week	07:00 – 21:30	Up to 2700 hours pa	Up to 310 hours pa
	 Restore								
Higher Walton	 Restore	LV or HV	7.40	Nov-20	All year	All week	All day	Up to 7000 hours pa	Up to 40 hours pa
Sebergham	 Restore	LV or HV	0.15	Nov-22	Nov-Mar	Mon-Fri	08:30-09:30 & 17:30-19:00	Up to 375 hours pa	Up to 40 hours pa

4 REQUEST FOR PROPOSAL

4.1 General Information

4.1.1 Definitions

- a. In this RfP:

Address means Electricity North West Limited, Procurement, Borrton Street, Stockport, SK1 2JD.

Applicable Laws means, for the time being, any binding Court order, judgment or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code,

policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority

Bidder means a Recipient that responds to this RfP with a proposal;

Buyer means the Company's representative for all enquiries relating to this RFP;

Closing Date means the responses to this Request for Proposal dated: **12 noon on 18 May 2020**;

Contract means the agreement entered into between the Company and a Bidder pursuant to this RFP;

Company means Electricity North West Limited;

RfP means this Request for Proposal dated: **17 April 2020**;

Project has the meaning set out in section 4.1.4 of this RfP;

Recipient means a recipient of this document;

Supplier means the company with whom the Company enters into a Contract;

Quotation means the response to this RfP submitted by a Bidder.

- b. In this RFP the words "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words.

4.1.2 Status of RFP

- a. This RFP is a request for a quotation from the Bidder and is not a contract or an offer capable of acceptance by any Bidder or other Recipient. The Company reserves the right to:
1. cancel the selection and evaluation process at any stage;
 2. require the Bidder and/or its Procurement members to clarify its submission in writing and/or provide additional information (failure to respond adequately will entitle the Company to disqualify the Bidder from the Quotation process);
 3. alter dates, procedures, or any other aspects of the RfP including terms and conditions of the quotation process, in its absolute discretion;
- b. This RfP is issued as guidance to Bidders and will not form part of the Contract.
- c. Bidders are required to inform the Buyer of any apparent ambiguities, errors or omissions in this RfP.
- d. The Company reserves the right to reject and/or disqualify a Bidder; on receipt of an incomplete Quotation, misrepresentation by the Bidder in relation to its Quotation and/or the process, change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Procurement members: or an actual or potential conflict of interest between the Company, the Bidder and/or its Procurement members.
- e. The Company accepts no liability in respect of this RfP and/or any further information provided to Bidders, or for any omission from this RfP. Without prejudice to the generality of the

foregoing, this RfP and any further information provided contains no representations on which any Bidder or other recipient of this RfP (or any such further information) may rely at any time as part of bringing any claim, action or proceedings against the Company or any of its officers, employees or advisors.

- f. In no circumstances will the Company have any liability for any costs or expenses incurred by a Bidder or any other party in connection with this RFP or the preparation and submission of its response or in all future stages of the selection and evaluation process, including expenses or losses incurred by any party who fails to submit a Quotation.

4.1.3 Use and Confidentiality

- a. No Bidder may disclose that it has been invited to quotation or release details of the RFP, other than on an 'in confidence' basis to those who have a legitimate need to know or those of the Bidder's professional advisers whom the Bidder needs to consult for the purpose of preparing their Quotation and on the basis that it remains responsible for any disclosure or use made by such persons.
- b. Each Bidder shall keep confidential all records and information obtained from the Company (including the RfP), unless these are of a public nature. All such records and information shall at all times be stored in a safe place in order to maintain such confidentiality.
- c. Subject to paragraph 4.1.1a above, the Bidder shall not release any information, document or article in respect of this RfP or the works which are the subject of it without the prior written approval of the Company.
- d. Details provided by the Bidder together with any associated documentation provided for evaluation purposes shall not be published or disclosed to any other party by the Company save to the extent to comply with all Applicable Laws.

4.1.4 Quotations

- a. The Company reserves the right to require the Bidder and/or any of its Procurement members to clarify its (their) Quotation in writing and/or provide additional information, including to a request for copies of any insurance policies held by the Bidder or its Procurement members (including employers liability, public liability, professional liability/indemnity and any other relevant insurances). It is the responsibility of the Bidder to obtain at his/her own expense any additional information necessary for the preparation of its Quotation.
- b. Quotations must be complete at the time of submission. It may not be possible to consider a Quotation if any particulars and/or data requested in the RFP are not provided in full. Such consideration shall be at the absolute discretion of the Company. The Company reserves the right not to consider late or incomplete responses or responses received other than in the manner and/or format specified in this RfP.
- c. If the Company suspects that there has been an error in the pricing details contained in any Bidder's Quotation, the Company reserves the right to seek such clarification as it considers necessary from that Bidder only.
- d. Quotations shall not (except where expressly permitted elsewhere in this RfP) be qualified, conditional or accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other Bidders. The Company reserves the right either to decline to consider any such Quotation or to reflect the nature of the Quotation in the award.

- e. The Company's decision on whether or not a Quotation is acceptable will be final and the Bidder concerned may not be consulted.
- f. The Quotation shall be submitted on the basis that the offer in it shall remain in force for a minimum of 12 months from the closing date for submission of Quotation(s) 18 May 2020. If the Company has not accepted a Quotation within this period that Quotation shall nevertheless remain in force without variation. Any Bidder may however at any time after this period give notice in writing inviting the Company to accept that Bidder's Quotation. Such notice should be sent by email to procurement@enwl.co.uk or delivered by hand to the Company to the Address detailed within this RfP. Following the service of such notice, the Company will have 90 days, not including the day of service of such notice, within which it may accept the Quotation. If it does not do so within this time then the Quotation will be deemed to be withdrawn. No Bidder shall withdraw its Quotation except in the manner provided in this paragraph.
- g. Any persons considering making a decision to enter into contractual relationships with the Company following receipt of this RFP should make their own investigations and their own independent assessment of the Company and its requirements for services associated with the Project and should seek their own professional financial and legal advice.
- h. Any information supplied to the Bidder by or on behalf of the Company at any time is:
 - 1. provided for the convenience of the Bidder only; and
 - 2. not warranted or held out by the Company as accurate, correct or adequate.
- i. At any time prior to the closing date, the Company may issue additional or different information to Bidders, which shall be taken into account in preparation of their Quotation.
- j. If the Company has reasonable grounds for suspecting that collusion has occurred between Bidders then those Bidders shall be excluded from the remainder of the Quotation process, and thus shall be ineligible to be awarded any part of the Contract.
- k. Bidders will be notified of the results of the quotation process as soon as possible. No useful purpose is served by contacting the Company, or any of its representatives, prior to the notification of the result.
- l. The Company reserves the right to request a Best and Final Offer (**BAFO**) as part of the post Quotation negotiations. It shall be at the Company's sole discretion as to how many Bidders shall be invited to submit a BAFO.

4.1.5 Bidder Warranties

- a. By submitting a Quotation, the Bidder warrants to the Company that it has:
 - 1. examined carefully and acquired actual knowledge of the contents of this document and any other information made available by the Company for the purpose of submitting a Quotation;
 - 2. examined all information relevant to the risks, contingencies and other circumstances having an effect on its Quotation;
 - 3. informed itself of the nature of the obligations to be performed under the Contract, including the labour, plant, materials, mechanical plant and other resources necessary, suitable or desirable to perform the obligations under the Contract;

4. satisfied itself as to the correctness and sufficiency of its Quotation for the performance of the obligations under the Contract and that its rates and other prices (if any) include compliance with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract;
5. noted the requirement to comply fully with all relevant statutory and health and safety regulations and legislation;
6. not relied on information provided verbally or in writing by the Company or by any person for or on behalf of the Company or represented to be provided for or on behalf of the Company without independently verifying such information and independently satisfying itself of the adequacy, accuracy and correctness of such information.

4.1.6 Conflict of Interest

- a. The Bidder shall notify the Buyer immediately of any conflict of interest arising as a result of this quotation exercise. Each Bidder will disclose in its Quotation full details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict between its interests and those of the Company and including any conflict of interest affecting any proposed sub-contract or, if that Bidder were awarded the Contract. Where a Bidder identifies any potential conflict, it shall state in its proposal how it intends to avoid or deal with such conflicts. The Company reserves the right to reject any proposal which gives rise, or could potentially give rise, to a conflict of interest.

4.1.7 Canvassing

- a. Bidders shall not, in connection with the procurement process:
 1. canvas any Company personnel, official, employee, agent or advisor of the Company concerning the award of the Contract, evaluation of proposals or any other matter relevant to the procurement process;
 2. offer an inducement, fee or reward to any person detailed in 4.1.7.a(1) above; or
 3. do anything that would constitute a breach of the Bribery Act 2010.
- b. In submitting its Quotation each Bidder shall be deemed to have warranted that no person employed by it or acting on its behalf has done anything that would constitute a breach of the Bribery Act 2010.

4.1.8 Abnormally Low Proposals

- a. Where the pricing of a Proposal is abnormally low the Company reserves the right to reject the Proposal in accordance with the requirements for further investigation as set out in the Utilities Contracts Regulations 2016. It is the responsibility of the Bidder to provide the Company with any requested information in association with its abnormally low bid.

4.1.9 Terms and Conditions

- a. This agreement will be awarded under the Company's Terms and Conditions as in Appendix 1. Bidders are requested to ensure that these two documents are read in conjunction with each other. If Terms and Conditions are not agreed within 14 days from point of award, ENWL reserves the right to open discussions with the next preferred bidder.

- b. Any exceptions and deviations to the issued Terms and Conditions should be returned and uploaded to the eProcurement Portal WAX Digital, with 'Track Changes' enabled. Any attempt to introduce further deviations at a later stage may result in the Company rejecting the bid.

4.2 Contract Particulars

4.2.1 Contact

- a. All communication in regards to this RfP should be sent via the WAX Digital Portal; no other means of communication will be accepted.
- b. Bidders in the first instance should contact the WAX Digital help desk if they are having difficulty accessing the RfP, only in exceptional circumstances, should bidders contact the procurement team directly outside of the web portal.

4.3 Instructions and Timetable

4.3.1 Timetable

- a. Dates are for information only, and are open to change. Any changes to dates will be communicated to all bidders in a reasonable time via messaging on the Companies eProcurement Portal, WAX Digital.

Action	Date	Duration (WD)
RfP issued	17 Apr 20	10
Deadline for submission of clarification questions	12 noon on 01 May 20	5
Answers to clarification questions issued	11 May 20	5
Bidder deadline for Proposal to be submitted	12 noon on 18 May 20	0
Commence evaluation of Proposals	18 May 20	9
Selection of preferred listed Bidder	01 Jun 20	0
Commence negotiations with preferred listed Bidder (BAFO)	01 Jun 20	15
Contract preparation	22 Jun 20	10
Contract Award/ 10 day Standstill Period	06 Jul 20	10
Standstill Period Ends/Contract Concluded	20 Jul 20	

4.3.2 Meetings to be held with Bidders

a. The following meetings may be held with the Bidders during the Quotation period.

1. *Post Quotation Negotiation Meetings*

It is anticipated that the Company may hold Post Quotation Negotiation meetings with the Bidders. The dates of these meeting shall be confirmed after receipt of Quotation submissions.

2. *Best and Final Offer (BAFO)*

The Company may at its discretion decide to enter into BAFO negotiations; this may be face to face or conducted by other means.

4.3.3 Quotations

a. The Bidder must submit a Quotation that wholly complies with the requirements of the Company set out in the documents provided to the Bidder by the Company as part of this process. The Bidder must complete all documents issued as part of this RfP.

b. Quotations shall comply with the conditions set out or referred to in this RfP.

c. All Quotations must be submitted in accordance with the following instructions:

1. Bidders must upload their completed information for this RfP by the deadline as detailed in Section 4.3.1 Timetable as above.
2. In addition to the information required in accordance with this RfP, the Quotation must include Data Sheets for the item(s) offered. These should be uploaded and attached to your completed RfP as detailed in 4.3.3.c(3) below.
3. Bidders are requested to provide their responses to this RfP, via the online eProcurement Portal: WAX Digital. Bidders must inform the Company if they have any issues accessing this system. As a last resort bidders may email their quotations, but only after agreement from the company. Bidders should in the first instance report access issues to WAX Digital on 0161 367 2739.
4. The File Format of any additional information, noting point 4.3.3.a above, should be Microsoft Office format (word, excel, adobe etc) with Adobe Acrobat (PDF) file format used for non searchable documents only.
5. It is the Bidder's responsibility to ensure that all quotations are uploaded to the eProcurement Portal WAX Digital. Bidders should contact the buyer using the messaging function within the eProcurement Portal. **Bidders are reminded not to leave submission to the last minute as late bids will be rejected.**
6. Naming Conventions. All files or correspondence should clearly state the agreement reference number which is displayed in the following format 'TT110913 - Flexible Service Requirement Spring 2020 - doc name'.

4.3.4 Alternatives

a. Bidders are allowed to submit alternatives; these should be clearly marked as alternative offers within any uploaded documentation.

4.4 Statement of Requirements

4.4.1 Specification Requirements

- a. Bidders must review the Specification within Appendix 2 prior to completing this RfP ensuring that they fully understand what the Company requires. Bidders have an opportunity to ask questions for 10 working days after issuing of these RfP documents.

4.4.2 Purchase Orders

- a. The Contract is to act as a standing offer to supply the Company with Flexible Services.
- b. The Purchase Order will contain details of the specific requirement which form part of the Flexible Services contract.
- c. The prices and lead time/s on the Purchase Order will match those contained within the Flexible Services contract.

4.5 Pricing

4.5.1 Pricing Preambles

- a. Attention is directed to Appendix 1 (the Flexible Service contract and Terms and Conditions respectively) and any relevant Annexes, which are to be read in conjunction with this document.
- b. All prices shall be submitted in line with the information detailed within this section of the RFP Document.
- c. Prices shall include for the whole of the Supplier's obligations under the Flexible Services contract contained in Appendix 1 whether expressly stated or reasonably implied.
- d. Where quantities are stated within Appendix 2 the Supplier should note that they may vary and there is no guarantee of quantity. The prices proposed in the Tab '4. Pricing' within 'TT110913 - Flexible Service Requirement Spring 2020 response template' shall apply regardless of the actual quantity of goods or services subsequently required.
- e. No quantity or continuity of supply is guaranteed to the Supplier and this has been taken into account when completing the Tab '4.Pricing' schedule.
- f. Each item in the Tab '4. Pricing' schedule is fully priced, with insertions for each item. If any item is un-priced (whether by leaving the rate and/or amount space blank or by entering "included" or otherwise), that item shall be deemed to be priced at "nil". Because an item is priced at "nil" the Quotation Price will be unaffected by any difference between the final measurement quantity of that item and any estimated quantity which may be supplied to the supplier prior to commencement of supply.
- g. Any additional supply or services will be provided at the rates detailed in Tab '4. Pricing'.
- h. Unless otherwise agreed in writing by the Company, the Supplier shall not be entitled to invoice the Company for the goods or services (or any part of them) prior to satisfactory Delivery of such goods or services in accordance with this Agreement.

- i. Subject to compliance by the Supplier the Company will pay each valid invoice by the end of the Month following the Month in which the Company receives such invoice.
- j. Proposal prices shall include all discounts.
- k. Proposal prices shall exclude VAT.
- l. All prices should be quoted in pound sterling (£) and shall not exceed two decimal places.
- m. Proposed prices shall be fixed for the initial term of this agreement, which is 2 years. After this point and if the company decide to enter into any extension period, the supplier as able to negotiate any price variations based on CPI.
- n. The pricing will be taken from the completed 'TT110913 - Flexible Service Requirement Spring 2020 response template' document as uploaded to the eProcurement WAX Digital portal. The submission of this pricing document will be fully complete and be based on the data provided.

4.6 Evaluation and Scoring Criteria

4.6.1 Quotations

- a. Quotations will be evaluated utilising the criteria detailed below. The criteria descriptions should be regarded as indicative and for guidance and not exhaustive.

4.6.2 Price

- a. Prices presented in Tab '4. Pricing' of excel document 'TT110913 - Flexible Service Requirement Spring 2020 response template'.

4.6.3 Specification Assessment

- a. Bidders should offer a requirement which fully matches the company's needs with only minimal modification, and no technical development or additional costs. Bidders are reminded that only Suppliers which currently have or expect to have a live and energised MPAN prior to the contract start date should apply to this RfP.

4.6.4 Terms and Conditions

- a. As stated above, the Company will be awarding this agreement on the issued terms and conditions as attached to this RfP. Bidders are directed to read Appendix 1 (the Flexible Service contract and Terms and Conditions respectively).
- b. If no agreement can be made after 2 weeks (14 days) with the preferred bidder, the Company reserves the right to progress to the next preferred bidder.

4.6.5 Award

- a. The Company reserves the right to award this agreement to a single bidder, multiple bidders and/or to award single, multiple or none of the MPANs listed within the RfP.
- b. The Company also reserves the right not to award this agreement in its entirety.

4.6.6 Scoring

- a. Each Bidders response will be evaluated and scored on the following criteria.

Criteria	Score
Price	60%
Specification compliance	40%

- b. Details of the available scores and how these will be applied can be found in Tab '6. Scoring & Weighting Criteria' of 'TT110913 - Flexible Service Requirement Spring 2020 response template'.

4.7 Completed documents/information to be submitted as part of the response

- a. Please read all documentation and information provided before completion of this RFP. Bidders are reminded that any late submissions of this RFP will not be accepted. The Companies eProcurement Portal WAX Digital is the only accepted way of submission of a Bidders offer, emailed offers will not be accepted.
- b. Please respond to this request for proposal by submitting a completed 'TT110913 - Flexible Service Requirement Spring 2020 response template' document. Please complete the information requests in the following tabs within this document.

Tab 1. Conditions Precedent

Tab 2. Bidders Details

Tab 3. Specification Reply

Tab 4. Pricing