



**OXFORDSHIRE
COUNTY COUNCIL**



Request for Quotation



European Union
European Regional
Development Fund



Provision of Summative Assessment Support for OxLEP's ERDF Funded Projects

(CPU 2076)

Closing date for return of RFQ

21st December 2018, midday

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PART A - GENERAL INFORMATION

1. DEFINITION OF TERMS

1.1	Bid	means a Bidder's response to this RFQ
1.2	Bidder	means the entity responding to this Request for Quotation.
1.3	Bidder's Representative	means the Bidder's representative who will coordinate all communications with OxLEP's Representative in relation to this Request for Quotation.
1.4	Council	means Oxfordshire County Council
1.5	Council's Representative	means the Purchasing and Contracts Manager at the Council, who will coordinate all communications with the Bidder in relation to this Request for Quotation.
1.6	Method Statement	means the outline description of how the Bidder proposes to perform or deliver the Service.
1.7	OxLEP	means Oxfordshire Local Economic Partnership
1.8	Portal	means the e-tendering system accessed via the South East Business Portal.
1.9	Request for Quotation (RFQ)	means this document and all its appendices which have been sent to all Bidders.
1.10	Service	means the goods, works and/or services sought by the Council in accordance with the provisions of this Request for Quotation.
1.11	Specification	means the description of the Service contained in Appendix 1 to this Request for Quotation.

2. BACKGROUND TO THE PROCUREMENT

- 2.1 Oxfordshire Local Enterprise Partnership (OxLEP) requires a supplier to deliver summative assessment services for its ERDF funded Growth Hub business programmes.
- 2.2 Bidders are invited to quote for the provision of the Consultancy described at Appendix 1 Specification and potentially may be called for a clarification interview.

3. INSTRUCTIONS FOR COMPLETION AND RETURN OF RFQ

- 3.1 Please use the question and answer section of the Portal from where you downloaded this document to ask any question(s) regarding this document and/or the RFQ process.
- 3.2 The documentation to be returned to OxLEP is listed as Sections A, B, C, and D of this RFQ. Failure to submit all documentation may result in your Bid being discounted.
- 3.3 Additional attachments should be clearly labelled in relation to the Section and question. In addition, please indicate under the relevant question that this has been done.
- 3.4 Bids must be in English.
- 3.5 If you reproduce the RFQ, the paragraph numbering, content or wording of the questions must not be changed in any way.
- 3.6 Where a question is not relevant to your organisation, you should respond "Not Applicable".
- 3.7 Please do not supply general marketing, promotional or similar material in response to a question, unless such material is specifically requested, or the material supplied is particularly relevant to the question. In either event, the material should be marked clearly to show your name, the number of the question to which it relates and, if appropriate, the page number or the section of the material which is relevant.

- 3.8 OxLEP may require you to clarify any part of your Bid or to supply additional information if it considers this appropriate.
- 3.9 Where this RFQ refers to UK legislation, qualifications, codes or similar matters you should, if you are established outside the UK, base your response on the equivalent legislation, qualifications or codes that apply in the relevant domestic jurisdiction.
- 3.10 If you are a member of a group of companies (e.g. sister organisation, subsidiary etc.), the Bid should be completed on behalf of your organisation only and not on behalf of the group as a whole (except where group information is specifically requested).
- 3.11 OxLEP will not accept a Bidder's terms of business in lieu of or in addition to the conditions included at Appendix 2. By submitting a Bid, Bidders are agreeing to be bound by the conditions at Appendix 2 without further negotiation or amendment should their Bid be accepted, unless changes are agreed by OxLEP and such changes notified to all Bidders prior to Bid submission.
- 3.12 Please return an electronic copy of your Bid including any supporting material via the Portal from where you downloaded this RFQ. Please allow sufficient time to upload all documents to the Portal before the deadline.
- 3.13 Failure to submit your Bid by the closing time and date may result in your Bid not being evaluated.
- 3.14 Bids must remain valid and open for acceptance for three months from the closing date for return of the RFQ.

4. AWARD CRITERIA

- 4.1 Each Bid received will be evaluated against a range of scored and mandatory criteria comprising the following:
- The grounds for mandatory rejection as set out in Part B Section A2 (this section is Pass/Fail)

- The grounds for discretionary rejection as set out in Part B Section A3 (your Bid may be rejected at OxLEP's discretion)
- The financial information requested in Part B Section A4 (this section is Pass/Fail. Financial standing will be assessed in accordance with the process set out in 4.2)
- The insurance information requested in Part B Section A5 (this Section is Pass/Fail)
- The scored criteria using the mechanism for scoring set out in Tables 1 and 2 respectively
- The mechanism for scoring Price set out in Table 3

Table 1 Scored criteria for this RFQ and respective weightings:

Criteria	Weighting (%)
Price	35%
Experience <ul style="list-style-type: none"> • Relevant experience (20%) • Evidence of understanding of MHCLG Summative Assessment guidance (10%) 	30%
Methodology <ul style="list-style-type: none"> • Initial understanding of Growth Hub (OBS/ISfB/eScalate) (10%) • Approach to summative assessment(s) (15%) • Understanding of ERDF and a clear strategy on how the bidder will deliver the assessments (10%) 	35%

Please note that if there are any mandatory requirements in the Specification which are not met, OxLEP will treat your Bid as non-compliant.

Table 2 Scoring mechanism for the scored criteria of this RFQ:

Assessment Score Table

Score	Definition
10	<p>Very Good (fulfils the requirement)</p> <p>The response meets all that is expected for the criteria. It leaves OxLEP and the Contract Participants in no doubt as to the capability and commitment to deliver what is required. The response therefore shows:</p> <ul style="list-style-type: none"> ▪ Very good understanding of the requirements ▪ Considerable competence demonstrated through relevant evidence ▪ Considerable insight into the relevant issues <p>Where the response relates to the development of a product or service, it is considered to be viable and that it will meet expectations in full.</p>
8	<p>Good (provides the requirement with limited minor issues)</p> <p>The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:</p> <ul style="list-style-type: none"> ▪ Good understanding of the requirements ▪ Sufficient competence demonstrated through relevant evidence ▪ Some insight demonstrated into the relevant issues. <p>Where the response relates to the development of a product or service, it has demonstrated a good and sound proposal which is likely to meet expectations, with limited minor issues.</p>
6	<p>Fair (provides a basic measure of the requirement)</p> <p>The response meets most of the requirement but there is at least one significant issue of concern, or several smaller issues. These would require some further clarification or attention later in the procurement process, and may arise through lack of demonstrated capability and/or appropriate evidence. The response therefore shows:</p> <ul style="list-style-type: none"> ▪ Basic understanding of the requirements ▪ Basic competence demonstrated through relevant evidence ▪ Some areas of concern that require attention. <p>Where the response relates to the development of a product or service, it is likely to meet most of the requirement, although there are areas of concern or shortfalls that require attention.</p>
4	<p>Poor (provides some of the requirement with significant issues)</p> <p>The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:</p> <ul style="list-style-type: none"> ▪ There are significant issues needing considerable attention ▪ There is insufficient evidence to demonstrate competence or understanding ▪ The response is light and unconvincing.

Score	Definition
	Where the response relates to the development of a product or service, it has met a limited amount of the requirement, but is light and unconvincing and has fallen short of expectations.
2	Very Poor (provides very little of the requirement) The response meets very little of what would be expected. Where the response relates to the development of a product or service, it has met very little of the requirement.
0	No Answer given or Non-Compliant

Table 3 Scoring mechanism for Price

Lowest submitted tender will obtain a score of 100. The other tenders will be scored as a percentage variance (divide the lowest price by the next offer and multiply by 100 to work out score out of 100).

4.2 OxLEP reserves the right to:

- 4.2.1 waive or change the requirements of this RFQ from time to time without prior (or any) notice;
- 4.2.2 withdraw this RFQ at any time, or to re-invite Bids on the same or any alternative basis;
- 4.2.3 choose not to award any contract as a result of the current procurement process, or to award the contract in part.

4.3 OxLEP will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this RFQ process including if the process is terminated or amended by OxLEP.

4.4 OxLEP needs to comply with data protection principals – please answer questions at 4.5 under;

4.5 Data Protection		
4.5.1	Do you comply with all the relevant articles of the General Data Protection Regulations (GDPR)? In particular have you updated your practices, policies and procedures (if necessary) to ensure their effectiveness in recording and demonstrating compliance with the GDPR? <i>NB: please note the successful Tenderer(s) will be asked to provide evidence of compliance in the form of a questionnaire.</i>	Yes/No
4.5.2	Will personal data owned by the Council, or that the Council is responsible for at law, be held inside and not transferred outside the European Economic Area (EEA)?	Yes/No
4.5.3	Have you had any data protection or information security breaches in the last 3 years? If yes, please provide details of any remedial action or changes to procedures as a result. <i>NB: the Council will exclude Tenderers who are unable to demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent further occurrences</i>	Yes/No
	Details:	
4.5.4	Please confirm that a secure email method is always used to share personal and/or sensitive information electronically, stating the name of the secure email system that your organisation uses.	Yes/No

5. ADDITIONAL INFORMATION

Freedom of Information

All information provided by you in your response to this RFQ will remain confidential and will not be disclosed to any other party except where required for official audit purposes or to the extent that OxLEP considers that disclosure is required pursuant to the Freedom of Information Act 2000 or any other applicable legislation, legal requirement or code of practice.

Confidentiality

By receiving this RFQ you agree to keep confidential the information contained in the RFQ or made available in connection with further enquiries and questions. Such information may be made available to your employees and professional advisers for the purpose only of responding to this RFQ.

Material Changes

At any time before the award of the contract, OxLEP reserves the right to disqualify any organisation whose circumstances change to the extent that it ceases to meet the selection criteria or makes a material change in respect of its Bid unless substantial justification can be provided to the satisfaction of OxLEP. Where a Bidder becomes aware after having submitted a Bid of a change in circumstances or information supplied, it should notify OxLEP of this as soon as possible.

6. INDICATIVE RFQ TIMETABLE

The deadline for the return of the RFQ is as set out here unless otherwise notified by OxLEP. All other dates are indicative only and subject to change.

Timetable for proposals	
Activity	Date
Opportunity being circulated to potential bidders	7/12/18
Closing date for proposals	21/12/18
If required, bidders invited for a clarification interview	

Proposals should be submitted before midday on the 21st December 2018

Appendix 1

Specification

Provision of Summative Assessment Support for OxLEP's ERDF Funded Projects brief

About us

The Oxfordshire Local Enterprise Partnership (OxLEP), formally launched by the Business Minister, Mark Prisk MP, in March 2011 is responsible for championing and developing the Oxfordshire economy. Now in its seventh year of operation, OxLEP has made considerable progress in strengthening Oxfordshire's economy by establishing robust and effective relationships between businesses, academia and the public sector.

This strong partnership is reflected within our Board - a body of Non-Executive Directors who are leaders within education, business and local authorities across Oxfordshire. With their support OxLEP can act as an informed, independent advocate for those driving innovation and growth across the county. In addition, we are also able to prioritise the key programmes needed to address priority deficiencies identified in Oxfordshire.

Growth Hub Programmes

- **Innovation Support for Business (ISfB)**

Innovation Support for Business (ISfB) is free at point of service to help support innovative SMEs in Oxfordshire's economy. ISfB will make it easier for eligible SMEs to access research and process / service / product innovations by connecting Oxfordshire's leading academic and applied research hubs, centres of innovation and commercialisation, SMEs and entrepreneurs into one joined up programme that can be accessed via the OxLEP Business hub; or online through the Innovation Portal that connects people to ideas, places, equipment and other resources. ISfB will promote greater collaboration between businesses, between researchers and businesses, so that SMEs and social enterprises develop more innovative offerings, create more jobs and contribute to the economy.

ISfB is a £5.2m European Regional Development Funded (ERDF) programme to:

- enhance research and innovation infrastructure and capacities to develop research innovation and excellence, and promote centres of competence, in particular those of European interest; and
- promote business investment in research and innovation: develop links and synergies between enterprises, research and development centres and the higher education sector.

ISfB is delivered by a consortium of OxLEP, the University of Oxford, Cherwell District Council, Oxford City Council and Oxford University Hospitals NHS Foundation Trust which will help SMEs acquire the hard and soft skills, provide access to resources and IP/licenses to innovate and commercialise.

It will offer a customisable portfolio of help for eligible SMEs to encourage innovation, including:

- Go-Create Grants
- Innovation Support via:
 - coaching and mentoring
 - workshops, seminars and master classes
 - access to equipment, expertise and resources

The programme will also make available Innovation Co-working Spaces for Oxfordshire start-ups.

OxLEP has recently been successful in applying for ERDF funding for three years to help fund the ISfB programme from 1st April 2017 -31st March 2020.

- **Oxfordshire Business Support Start-up and Growth Programme**

Oxfordshire Business Support (OBS) is a free at point of service run by OxLEP to help grow Oxfordshire's economy. It is Oxfordshire's Growth Hub, part of a national network of publicly-funded growth hubs. OBS brings together public and private sector partners to promote, co-ordinate and deliver local business support and provide a mechanism for integrating national and local business support so it is easier for businesses to access.

- Signposts to local and national business support via the OBS web portal and helpline
- Provides specialist advice, guidance and connectivity through our Network Navigators
- Supports pre/start-ups, high growth SMEs, social enterprises and innovative entrepreneurs via a range of free or subsidised products and services

OxLEP has been successful in applying for £1m of ERDF 2014-20 funding to help deliver the OBS service and as a result will be offering the further additional services:

- An online platform in the form of the website to act as an information portal
- Extended network navigator team specialising in digital and creative, business resource efficiency, investment, SME, social enterprise
- Dedicated advisors for start-ups
- Grants for start-ups and growth businesses
- Workshops for start-ups
- Workshops for established businesses
- Newsletter engagement

- PR and case studies for businesses in Oxfordshire

The programme started in October 2016 and is due to run for 3 years and will be funded by BEIS (Department for Business, Energy & Industrial Strategy) and ERDF (European Regional Development Funding).

- **eScalate project**

eScalate will be a three-year project, expected to run from 1st January 2019 to 31st December 2021 with a total value of £2.68m.

eScalate will provide the following business support elements;

1. ScaleUp Adviser – offering targeted Oxfordshire SMEs, providing links to networks and peer groups, skills and leadership, access to finance advice and support to help SMEs become investment ready, as well as connecting SMEs into existing networks.

2. Social Enterprise Support – social enterprise SMEs will be eligible for this support which will include;

- Specialist peer to peer business development support, mentoring and consultancy.
- Leadership and Business Sustainability programme; Facilitated peer to peer social enterprise cohort allowing SMEs to support peers to achieve social/community business potential.
- Social Enterprise platform – Online interactive social enterprise platform providing advice, resources, product and service catalogues, case studies and programmes to help develop the social enterprise B2B and business to consumer market in and beyond the region.
- Access to Finance for Social Enterprises – linked to the activities delivered by the eScalate Adviser, this will support social enterprises with improved awareness of funding opportunities and forms of funding locally and nationally and new forms of funding and social investment for local social enterprises.

3. eScalate Grants grants of between £1,000 and £25,000 to SMEs to fund:

- investment readiness consultancy support;
- access to finance consultancy support, where the support offered by the eScalate Adviser is not specialised enough. This could include issues around specific sectors, e.g. medtech or cleantech, or specific company stages. This will support SMEs who have experienced difficulties in obtaining the finance they require from 'traditional' routes;
- social enterprise development activities, such as consultancy to develop new business models, higher quality products, processes or services or specific projects to boost productivity or resource efficiency; and
- business process improvements or supply chain interventions for social enterprises.

Summary of requirements

OxLEP is requesting proposals to carry out summative assessments on each of the three ERDF funded projects listed above in line with MHCLG guidance. The evaluations will demonstrate the relevance and consistency, progress, delivery and management, impacts and value for money

There is one Lot for each of the ERDF funded projects and respondents may apply for one or multiple lots:

- Lot 1: Start-up and Growth (£20k)
- Lot 2: Innovation Support for Businesses (£26k)
- Lot 3: eScalate (£20k)

The tasks for each Lot are identical. For each Lot the respondent will be required to:

- **Design the summative assessment**

Building on the project's initial logic model, develop the summative assessment focus and approach for the relevant ERDF project.

- **Date collection and analysis**

Develop data collection criteria and processes, aligned with the data already gathered for ERDF claims purposes. Collect additional identified data from beneficiaries and analyse this.

- **Produce interim and final summative assessments**

Produce an interim and final version of the summative assessments, including presenting these to OxLEP. The interim versions should be available 6-12 months before the activity end date of the project, each of the required reports have their own timescales depending on the specific project end date.

The reports will need to consider the impact of the current ERDF projects as they approach their ends and suggest lessons learned/good practice/opportunities which should be taken forward in subsequent delivery.

The evaluations should cover the following key aspects:

The evaluations should cover the points set out below as a minimum supported by more detailed information and comments where appropriate:

1. Project context

- What was the project seeking to do?
- What was the economic and policy context at the time that the project was designed?
- What were the specific market failures that the project was seeking to address? Was there a strong rationale for the project?

- Was it appropriately designed to achieve its objectives? Was the delivery model appropriate?
- Were the targets set for the project realistic and achievable?
- How did the context change as the project was delivered and did this exert any particular pressures on project delivery?
- Bearing in mind any changes in context or weaknesses in the project design / logic model, can the project reasonably be expected to perform well against its targets?

2. Project progress

- Has the project delivered what it expected to in terms of spend and outputs?
- What are the factors which explain this performance?
- When the project draws to a close, is it expected to have achieved what it set out to?
- (As the Summative Assessment may be conducted prior to the completion of the project, it would be appropriate in these instances to forecast the expected lifetime outturn for the project and the assumptions which underpin the analysis.)

3. Project delivery and management

- Was the project well managed? Were the right governance and management structures in place and did they operate in the way they were expected to?
- Has the project delivered its intended activities to a high standard?
- Could the delivery of the project have been improved in any way?
- For projects with direct beneficiaries: did the project engage with and select the right beneficiaries? Were the right procedures and criteria in place to ensure the project focused on the right beneficiaries?
- How are project activities perceived by stakeholders and beneficiaries? What are their perceptions of the quality of activities / delivery?
- To what extent have the horizontal principles been integrated into and shaped delivery?

4. Project outcomes and impact

- What progress has the project made towards achieving the outcome and impacts set out in its logic model?
- To what extent are the changes in relevant impact and outcome indicators attributable to project activities?
- What are the gross and net additional economic, social and environmental benefits of the project (where relevant and applicable to project activities)?
- Can these benefits be quantified and attributed to the project in a statistically robust way?
- To what extent has / will the project contribute to the achievement of ERDF programme result indicators?

- What are the main sources of Strategic Added Value that the project has created?
5. Project value for money
- A brief analysis of the value for money that the project has provided and, where possible, benchmarks against other similar interventions.
6. Conclusions and lessons learnt
- Provide a brief description of the strengths and weaknesses of the project, using quantitative data to illustrate your conclusions (e.g. achievement of financials and outputs, of outcomes and impacts etc.).
7. Identify specific lessons for the following audiences:
- OxLEP (and project partners for ISfB)
 - Those designing and implementing similar interventions
 - Policy makers

You will be provided with copies of the Logic Models and relevant performance data, as well as other relevant supporting information and the opportunity to interview relevant members of the project delivery teams.

Process

Please complete a detailed proposal and pricing schedule, costing out the items that have been described.

Proposals should clearly identify which Lot they are responding to. Bidders are welcome to respond to all three Lots, but they must demonstrate how they will manage the delivery of multiple Lots. If you are responding to multiple Lots, please complete a separate Request for Quotation for each Lot.

Proposals should detail how the bidder will develop and approach the summative assessment(s) and how they will work alongside the Growth Hub team to minimise the impact of the assessments on beneficiaries within the framework of European Regional Development Fund guidelines.

We require examples of similar work you have delivered previously and how you would meet OxLEP's requirements.

We require detail of all relevant experience, and short profiles of key personnel in the organisation and how you will provide appropriate technical expertise to meet our needs.

All costs provided should be *exclusive* of VAT.

ERDF provide detailed guidelines which must be adhered to when undertaking the delivery of an ERDF funded programme. We advise tenderers to use the available guidance to understand the eligible and ineligible activity.

Appendix 2

Contract Conditions

PART B – REQUEST FOR QUOTATION

SECTION A COMMERCIAL INFORMATION – TO BE COMPLETED

A1 BIDDER INFORMATION

A1.1 Bidder details	Answer	
Full name of the Bidder completing the RFQ		
Registered company address		
Registered company number		
Registered charity number		
Registered VAT number		
Name of immediate parent company		
Name of ultimate parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes

	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE – defined as a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) ¹	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

A1.2 Contact details	
Bidder contact details for enquiries about this RFQ	
Name	
Postal address	
Country	
Phone	
Mobile	

¹ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

E-mail	
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A2 MANDATORY REJECTION CRITERIA

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered "yes" to question A2.1 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact OxLEP for advice before completing this form.

A2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		

(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed—		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		

(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
<p><u>Non-payment of taxes</u></p> <p>A2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</p> <p>If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines?</p>		

A3 DISCRETIONARY REJECTION CRITERIA

OxLEP may exclude any Bidder who answers 'Yes' in any of the following situations set out in paragraphs (a) to (j);

A3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;		
(b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;		
(c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
(d) your organisation has entered into agreements with other economic operators aimed at distorting competition;		
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;		
(f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;		
(g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		

<p>(h) your organisation—</p> <p>(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or</p> <p>(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or</p>		
<p>(i) your organisation has undertaken to</p>		
<p>(aa) unduly influence the decision-making process of OxLEP, or</p>		
<p>(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or</p>		
<p>(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>		

Conflicts of interest

In accordance with question A3.1 (e), OxLEP may exclude the Bidder if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists, or may arise then it is the responsibility of the Bidder to inform OxLEP, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by OxLEP should not represent a conflict of interest for the Bidder.

Taking Account of Bidders' Past Performance

In accordance with question (g), OxLEP may assess the past performance of a Bidder (through a Certificate of Performance provided by a Customer or other means of evidence). OxLEP may take into account any failure to discharge obligations under the previous principal relevant contracts of the Bidder responding to this RFQ. OxLEP may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, OxLEP may re-assess reliability based on past performance at key stages in the procurement process (e.g. contract award stage). Bidders may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Bidder that answers 'Yes' to questions A2.1, A2.2 and A3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Bidder has to demonstrate it has taken such remedial action, to the satisfaction of OxLEP in each case.

If such evidence is considered by OxLEP (whose decision will be final) as sufficient, the Bidder concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Bidder shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Bidder shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the

measures are considered by OxLEP to be insufficient, the Bidder shall be given a statement of the reasons for that decision

A4 All financial accounts and supporting information should wherever possible be in English and GBP Sterling. Where this is not possible, OxLEP will use an exchange rate for certain parts of its assessment of financial standing. The source of the exchange rate to be used and the rate itself will be notified to the Bidder by OxLEP at the time the assessment is made.

FINANCIAL INFORMATION							
A4.1	<p>Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">(a) A copy of the audited accounts for the most recent two years</td> <td style="width: 10%;"></td> </tr> <tr> <td style="padding: 5px;">(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation</td> <td></td> </tr> <tr> <td style="padding: 5px;">(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position</td> <td></td> </tr> </table>	(a) A copy of the audited accounts for the most recent two years		(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation		(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position	
(a) A copy of the audited accounts for the most recent two years							
(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation							
(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position							
A4.2	<p>Where OxLEP has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this RFQ, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.</p> <table style="width: 100%;"> <tr> <td style="width: 80%;"></td> <td style="text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> </table>		<input type="checkbox"/> Yes <input type="checkbox"/> No				
	<input type="checkbox"/> Yes <input type="checkbox"/> No						

A4.3	(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please provide the name below:	
	Name of the organisation	
	Relationship to the Bidder completing the RFQ	
	If yes, please provide Ultimate / parent company accounts if available. If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary? If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

A5 OxLEP's minimum insurance requirements for any contract(s) awarded for the goods and/or services covered by this RFQ are set out below. Evidence in the form of valid certificates of insurance for at least the sums set out below will be required prior to contract award.

A5.1	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 £5m Public Liability Insurance = £5m Professional Indemnity Insurance = £2m * It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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- A6** Please provide details of up to 3 contracts performed during the past 3 years that are relevant to, and demonstrate your experience in providing the Service covered by this RFQ. Although the information you provide will not be scored as part of this RFQ process, OxLEP may wish to use it in order to verify your relevant experience and capability. Please note therefore that the customer contact should be prepared to confirm the accuracy of the information provided should OxLEP wish to contact them.

For each contract please provide the following information:

Customer organisation name	
Customer contact name, position in organisation, phone number and email address	
Contract start date Contract completion date Estimated Contract Value	
Brief description of contract (max 150 words)	

Request for Quotation: Provision of Summative Assessment Support for OxLEP's ERDF Funded
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SECTION B METHOD STATEMENT

Please describe how you propose to deliver the Service described in Appendix 1 Specification:

METHOD STATEMENT

We require detail of relevant experience, examples of similar work you have delivered previously and short profiles of key personnel in the organisation.

, eScalate has a target of 160 supported enterprises.

The eScalate project is again waiting on formal approval and therefore the dates may vary,

, eScalate programme Consultancy would be starting Q2 2021 with final delivery in Q4.

METHOD STATEMENT (continued)

SECTION C PRICING SCHEDULE

Please insert your quotation price for delivery of the Service set out in the Specification **excluding VAT** in GBP Sterling.

Pricing Framework

Item	Cost per day and summary cost for lot (£)	Description / Assumptions
<ul style="list-style-type: none"> Lot 1: Start-up and Growth Not to exceed (£20k) 	<p>£ day rate £lot</p>	
<ul style="list-style-type: none"> Lot 2: Innovation Support for Businesses Not to exceed (£26k) 	<p>£ day rate £lot</p>	
<p>Lot 3: eScalate not to exceed (£20k)</p>	<p>£ day rate £lot</p>	
Total	£	

You should identify all potential cost components anticipated in your delivery of the Service described in Appendix 1 Specification within the consultancy rate. No additional costs for travel or expenses will be considered by OxLEP unless these are clearly stated in your Pricing Schedule response.

The delivery of summative assessment by the consultancy will be on a draw down mechanism. We would anticipate the consultancy to start on the OBS Elevate project mid 2019 with final delivery Q1 2020. The ISfB programme Consultancy would be starting Q1 2021 with final delivery Q4 2021, eScalate programme Consultancy would be starting Q2 2021 with final delivery in Q4. This may be subject to change and/or extension depending on the needs of the relevant programme.

NB: This contract is within IR35 Legislation

SECTION D FORM OF QUOTATION

Contract for Growth Hub Business Provision of Summative Assessment Support for OxLEP's ERDF Funded Projects Reference (CPU 2076)

To Oxfordshire Local Enterprise Partnership

I/we the undersigned DO HEREBY OFFER to provide the Service upon and subject to the terms and conditions set out in such Contract Conditions, Specification, and the pricing and rates contained in the Pricing Schedule and other documents as are contained or incorporated herein. This offer remains valid and open for acceptance for three months.

The amount of my/our Bid has not been calculated by agreement or arrangement with any person other than OxLEP and that the amount of my/our Bid has not been communicated to any person until after the closing date for the submission of Bids and in any event not without the consent of OxLEP.

I/we have not and will not enter into any agreement or arrangement with any person that they shall refrain from bidding, that they shall withdraw or vary the amount of any Bid once offered or otherwise collude with any person with the intent of preventing or restricting full competition.

I/we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of OxLEP in connection with the award of the Contract and that no person employed by me/us has done or will do any such act.

Signature

Duly authorised for and on behalf of the Bidder

(Electronic/typed signatures are acceptable)

Position held

Name and Address

of Bidder

.....

Dated

.....

It must be clearly shown whether the Bidder is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual Bidder, the capacity in which s/he signs or is employed.

SECTION E BIDDER CHECKLIST

Bidders should ensure that they have completed the following sections before returning their RFQ responses:

<u>SECTION HEADING</u>	<u>COMPLETED?</u>
Section A Commercial Questions	<input type="checkbox"/>
Section B Method Statement	<input type="checkbox"/>
Section C Pricing Schedule	<input type="checkbox"/>
Section D Form of Quotation	<input type="checkbox"/>

It is important that all sections are completed as failure to do so may result in your RFQ response not being considered.

Bidders who do not wish to provide a response to this RFQ are requested to advise OxLEP's Representative as soon as possible.

All correspondence relating to this request for proposals should be directed to:

Rob Arnold – Growth Hub Programme Executive in writing via the question and answer facility in the portal. Any questions raised by bidders will be posted to all invited consultancies along with the relevant response.