Request for Quotation



 **Growth Hub Business Programmes Social Enterprise Consultancy Support for the eScalate ERDF funded project**

Closing date for return of RFQ

19th June 2019, 5pm

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 **PART A - GENERAL INFORMATION**

#### 1. DEFINITION OF TERMS

|  |  |  |
| --- | --- | --- |
|  |  Bid | means a Bidder’s response to this RFQ |
|  |  Bidder | means the entity responding to this Request for Quotation. |
|  | Bidder’s Representative | means the Bidder’s representative who will coordinate all communications with OxLEP’s Representative in relation to this Request for Quotation. |
|  |  Method Statement | means the outline description of how the Bidder proposes to perform or deliver the Service. |
|  | OxLEP | means Oxfordshire Local Economic Partnership |
|  | OxLEP’s Representative | means the Compliance Manager or Growth Hub Manager at OxLEP, who will coordinate all communications with the Bidder in relation to this Request for Quotation. |
|  | Request for Quotation(RFQ) |  means this document and all its appendices which have been sent to all Bidders. |
|  | Service | means the goods, works and/or services sought by OxLEP in accordance with the provisions of this Request for Quotation. |
|  | 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 social enterprise support services for the ERDF funded Growth Hub eScalate business programme.

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. INSTRUCTONS FOR COMPLETION AND RETURN OF RFQ**

1. Please e-mail any question(s) regarding this document and/or the RFQ process to Liz.O’Hara@Oxfordshire.gov.uk and Lesley.Parsons@Oxfordshire.gov.uk Questions and answers will be added to the OxLEP website. All questions must be received by midday on **Tuesday 11th June 2019**. No questions will be answered after that date.
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. 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.
4. Bids must be in English.
5. If you reproduce the RFQ, the paragraph numbering, content or wording of the questions must not be changed in any way.
6. Where a question is not relevant to your organisation, you should respond “Not Applicable”.
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.
8. OxLEP may require you to clarify any part of your Bid or to supply additional information if it considers this appropriate.
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.
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).
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.
12. Please return an electronic copy of your Bid including any supporting material by e-mail to:

Liz.O'Hara@Oxfordshire.gov.uk and Lesley.Parsons@Oxfordshire.gov.uk.

1. Please use a delivery and read receipt on your email to confirm it has been delivered. OxLEP will confirm receipt of your Bid but this may not be until after the deadline.
2. Failure to submit your Bid by the closing time and date may result in your Bid not being evaluated.
3. 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** | 30% |
| **Experience*** Relevant experience (25%)
* Evidence of how partner and social enterprise relationships have been successfully developed (10%)
 | 35% |
| **Methodology*** Initial understanding of Growth Hub (eScalate) potential clients (10%)
* Approach to business development and advice to social enterprise SMEs including Leadership and Business Sustainability (25%)
 | 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** | **Very Good (fulfils the requirement)** |
| 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: |
| * Very good understanding of the requirements
* Considerable competence demonstrated through relevant evidence
* Considerable insight into the relevant issues
 |
| 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. |
| **8** | **Good (provides the requirement with limited minor issues)** |
| 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: |
| * Good understanding of the requirements
 |
| * Sufficient competence demonstrated through relevant evidence
 |
| * Some insight demonstrated into the relevant issues.
 |
| 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. |
| **6** | **Fair (provides a basic measure of the requirement)** |
| 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:  |
| * Basic understanding of the requirements
 |
| * Basic competence demonstrated through relevant evidence
 |
| * Some areas of concern that require attention.
 |
| 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. |
| **4** | **Poor (provides some of the requirement with significant issues)** |
| 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: |
| * There are significant issues needing considerable attention
 |
| * There is insufficient evidence to demonstrate competence or understanding
 |
| * The response is light and unconvincing.
 |
| 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.

**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 | 13th May 2019 |
| Closing date for proposals | 5pm, 19th June 2019 |
| If required, bidders invited for a clarification interview | w/c 24th June 2019 |

**Proposals should be submitted before 5pm on the 19th June 2019**

**Appendix 1**

**Specification**

**Growth Hub Programmes Social Enterprise Consultancy 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 sixth 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.

**eScalate Programme**

eScalate is a three-year project, running from 1st April 2019 to 31st March 2022, targeting eligible SMEs, including scale-ups and those with scale-up potential, and social enterprise SMEs across the Oxfordshire Local Enterprise Partnership (OxLEP) area.

The project will be delivered by OxLEP through the Growth Hub and will sit alongside the Oxfordshire Business Support (OBS)and Innovation Support for Business (ISfB) ERDF funded projects, providing a seamless range of support services for eligible SMEs. OxLEP’s holistic Growth Hub offer aligns with and adds value to existing activities and provides greater ability to cross refer, reduces duplication and increases opportunities for collaboration. At present there is very limited access to finance support available through the Growth Hub and, although social enterprises could participate in the existing projects there is no bespoke support available for them.

Access to finance is one of the key issues for businesses looking to scale up and grow. Without access to adequate finance and support to help prepare them to access finance, potential growth businesses find it difficult to access the finance necessary for them to grow and thrive. As the project cannot introduce or recommend sources of finance to the beneficiary SMEs, the support needs that the project can address range from understanding the different funding options to detailed investment readiness support.

Recognising that social enterprises are businesses like any other, and therefore require the same types of support as any business, social entrepreneurs and those who run social enterprises often have a different mindset and approach to businesses which puts the business element second behind the primary social element of the business. Given this, mainstream business support is less likely to appeal to social enterprises and the current gap in dedicated support for social entrepreneurs is a key gap in provision in the current Oxfordshire Business Support project.

The eScalate project will be delivered by staff embedded in the Growth Hub. They will lead the creation of a co-ordinated range of products which maximises delivery, increases opportunity for referrals and economies of scale from utilising the existing Growth Hub and business support infrastructure in the Oxfordshire LEP area.

**eScalate will provide the following business support elements;**

1. **eScalate Programme Adviser – delivered by OxLEP**; 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 signposting SMEs into existing networks All eligible SMEs will be able to access this support.
2. **Social Enterprise Support – delivered by a sub-contractor procured by OxLEP.** Social enterprise SMEs will be eligible for this support which includes;
* **Specialist peer to peer business development support**, mentoring and consultancy to targeted SMEs to enable social enterprise business development and growth. Support includes; connecting to resources and networks such as Social Enterprise UK, Oxfordshire Social Enterprise Partnership and Knowledge Transfer Partnerships to help drive growth.
* **Leadership and Business Sustainability programme**; Facilitated peer to peer social enterprise cohorts allowing SMEs to support peers to achieve social/community business potential. Develop participants’ business leadership capacity and improve their ability to develop sustainable socially minded businesses. Workshops to support business development, market engagement and evaluation of social impacts, including:
* Social impact measurement linked to demonstrating a theory of change
* Understanding which legal structure is most appropriate
* Modelling growth scenario’s/planning for growth
* **Social Enterprise Hubs** across Oxfordshire to provide collaborative working opportunities for existing and new SMEs in the social innovation and enterprise space where workshops can be delivered from.
* **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 access to finance activities delivered by the eScalate Adviser, these activities will support social enterprises with improved awareness of the range of funding opportunities and forms of funding locally and nationally and new forms of funding and social investment for local social enterprises such as Big Society Capital.

1. **eScalate Grants – delivered by OxLEP** – grants of between £1,000 and £25,000 to SMEs to fund the following activities:
* 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.

The following three elements of the project taken together mean that:

* The eScalate Adviser will support approx.100 businesses for between three and twelve hours during the project.
* The social enterprise subcontractor will support approx. 100 businesses for between three and twelve hours during the project.
* The eScalate grants will support at least 40 SMEs. The grants will be matched at 50% with ERDF, so there will be no top slicing of the grants within this project. This will help to maximise the appeal and take up of the grants. A total of £752k of grants will be given out, to be matched by £752k of match from the SMEs.

**Summary of requirements**

OxLEP is requesting proposals from consultant organisations to offer social enterprise consultancy support until March 2022.

This will include:

* Broad knowledge and experience of social enterprise and investment in Oxfordshire, the UK and internationally, and more generally the area of inclusive economic development.
* Provide support tailored to the needs and mindset of social enterprises. Specific support will include help to develop sustainable business models, business development and advice to identify and develop the appropriate constitution and legal form from the range available.
* Advise on access to finance for social enterprise.
* Develop and deliver a Leadership and Business Sustainability programme that meets the requirements of the programme.
* Maintain an ongoing relationship with the social enterprise SME to ensure that evidence of future deliverables, e.g. jobs created, new products introduced to firm or market or interactions with research institutions, can be captured and evidenced.
* Enhances existing networks of socially innovative businesses.
* Contribute and/or lead the design and delivery of marketing events.
* Develop and deliver a Leadership and Business Sustainability programme that meets the requirements of the programme including the development and delivery of workshops that support business development, market engagement and evaluation of social impacts.
* Engage with national organisations to raise the profile of social enterprise, such as with SEUK’s “Social Enterprise Places” and “corporate challenge” to continue to increase Oxfordshire’s ability to develop social enterprise and social innovation activity and provide new opportunities for social enterprise within business supply chains.
* Extend the networking and peer learning activity to market towns and rural areas across Oxfordshire via the establishment of “virtual social enterprise hubs” located in community halls, community schools and colleges.
* Advise on the development of a social enterprise platform to help develop the social enterprise B2B and business to consumer market in and beyond the region.
* Build strong networks internally and externally, with local and national partners.
* Create links between voluntary and community businesses and other types of social enterprise, fostering the development of socially innovative business clusters aimed at tackling the key social issues facing rural businesses and communities, in areas such as health and social care, food sustainability and social cohesion.
* Develop links to other International and UK cities and regions with strengths in social enterprise to ensure Oxfordshire is positioned to provide access to the most innovative business and service models for social enterprise and innovation.
* Excellent communication / stakeholder management skills.
* Effectively network and promote the OxLEP service including attendance at events and through website and social media accounts.
* Ensure effective business support data capture, management and reporting through the shared Oxfordshire client relationship management (CRM) system.
* Complete relevant reporting as and when required from the project manager, monitoring team progress against agreed targets.
* Design a template for effectively capturing SME data including details of the advice provided and time recording.
* Paper files and/or electronic files must be kept for every client. All paper records must be scanned and filed on OxLEPs S:Drive monthly.
* Prepare reports and preserve all necessary documentation pertaining to audits. Failure to provide this information will be treated as a breach of contract.
* Delivering a clear and adequate audit trail will be a contractual requirement for payment.
* Work alongside and actively support the delivery of the work of OxLEP’s Growth Hub.
* Support OxLEPto ensure activity complies with GDPR requirements as implemented in ERDF funded projects.

**Outputs**

The successful consultancy will work to contribute towards the following targets of support under each of the contracts as per ESIF-GN-1-002 Output Indicator Definitions Guidance for the European Regional Development Fund:

|  |  |
| --- | --- |
| Indicator | Definition |
| ER/C/O/02 | Number of enterprises receiving grants |
| ER/C/O/04 | Number of enterprises receiving non-financial, one -to-one support (in hours) |
| ER/C/O/05 | Number of new enterprises supported |
| ER/C/O/08 | Employment increase in supported enterprises |
| ER/C/O/29 | Number of enterprises supported to introduce new to the firm products |
| ER/C/P/13 | Number of enterprises receiving Information, Diagnostic and Brokerage support |

**For information:**

* **Please see ESIF-GN-1-002 Output Indicator Definitions Guidance for the European Regional Development Fund, version 6, June 2018.**

**Process**

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

Proposals should detail how the bidder will integrate with the Growth Hub team and help deliver the aims of the programme in providing innovation support for business 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 programme management 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 client’s 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  |  ▢  |
| ii) a limited company |  ▢  |
| iii) a limited liability partnership | ▢  |
| iv) other partnership | ▢  |
| v) sole trader | ▢  |
| vi) other (please specify) | ▢  |
| 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.) | ▢  |
| ii) Small or Medium Enterprise (SME)  | ▢  |
| iii) Sheltered workshop | ▢  |
| iv) Public service mutual | ▢  |

|  |
| --- |
| **A1.2 Contact details** |
| Bidder contact details for enquiries about this RFQ |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

**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** |
| 1. 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;
 |  |  |
| 1. 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;
 |  |  |
| 1. the common law offence of bribery;
 |  |  |
| 1. 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;
 |  |  |
| 1. 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; |  |  |
| 1. 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; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
 |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
 |  |  |
| 1. 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;
 |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
 |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003;
 |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009
 |  |  |
| 1. 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
 |  |  |
| 1. 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. |  |  |
| **Non-payment of taxes****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?**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? |  |  |

**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** |
| 1. 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;
 |  |  |
| 1. 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;
 |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition;
 |  |  |
| 1. 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;
 |  |  |
| 1. 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;
 |  |  |
| 1. 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;
 |  |  |
| 1. your organisation—
2. 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

(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa)unduly influence the decision-making process of OxLEP, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**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 | **Please provide one of the following to demonstrate your economic/financial standing;** Please indicate your answer with an ‘X’ in the relevant box. |
| 1. A copy of the audited accounts for the most recent two years
 |  |
| 1. 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
 |  |
| 1. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position
 |  |
| A4.2 | 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. | ▢ Yes▢ No ▢ Not requested for this RFQ |
| A4.3 | **(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?**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?) | ▢ Yes▢ No▢ Yes▢ No▢ Yes ▢ 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 £5mPublic Liability Insurance = £5mProfessional 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. | ▢ Yes▢ No  |

**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  |  |

**SECTION B METHOD STATEMENT**

Please describe how you propose to deliver the Service described in Appendix 1 Specification. Please detail how you will integrate with the Growth Hub team, support the Growth Hub Manager to deliver the Growth Hub objectives and provide Social Enterprise support.

We require examples of similar work you have delivered previously.

We require detail of relevant experience, and short profiles of key personnel in the organisation.

METHOD STATEMENT

**SECTION C PRICING SCHEDULE**

METHOD STATEMENT (continued)

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 (£)** | **Description / Assumptions** |
| Providing social enterprise support for ERDF funded eScalate programme | **£** |  |
| **Total** | **£** | For consultancy until 31 March 2022. Please specify how many days per week have been used to calculate the budget. |

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 innovation advice and support by the consultancy will be on a draw down mechanism. We would expect the consultancy to deliver 3-5 days per week.

NB: This contract is within IR35 Legislation

**SECTION D FORM OF QUOTATION**

Contract for Growth Hub Business Programme Social Enterprise Consultancy

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:

|  |  |
| --- | --- |
| **SECTION HEADING** | **COMPLETED?** |
| **Section A Commercial Questions** | 🞏 |
| **Section B Method Statement** | 🞏 |
| **Section C Pricing Schedule** | 🞏 |
| **Section D Form of Quotation** | 🞏 |

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:

Liz O’Hara and Lesley Parsons – Interim Programme Managers in writing by email to Liz.O'Hara@Oxfordshire.gov.uk and Lesley.Parsons@Oxfordshire.gov.uk.. Any questions raised by bidders will be published on the OxLEP website so all potential respondents can view them.