



Request for Quotation

West Oxfordshire Business Support Programme

Closing date for return of RFQ
Monday 19th February 2024 at 10am

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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	Method Statement	means the outline description of how the Bidder proposes to perform or deliver the Service.
1.5	OxLEP	means Oxfordshire Local Economic Partnership
1.6	OxLEP's Representative	means the Growth Hub Manager at OxLEP, who will coordinate all communications with the Bidder in relation to this Request for Quotation.
1.7	Request for Quotation (RFQ)	means this document and all its appendices which have been sent to all Bidders.
1.8	Service	means the goods, works and/or services sought by OxLEP in accordance with the provisions of this Request for Quotation.
1.9	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 a programme of business support for SMEs based in West Oxfordshire.
- 2.2 Bidders are invited to quote for the provision of the Services described at Appendix 1 Specification, anticipated to commence on 12th March 2024 and be completed by 31 March 2025.

3. INSTRUCTONS FOR COMPLETION AND RETURN OF RFQ

- 3.1 Please e-mail any question(s) regarding this document and/or the RFQ process to sarah.beal@oxfordshirelep.com and helen.brind@oxfordshirelep.com. Questions and answers will be added to the OxLEP website. All questions must be received by midday on 8 February 2024. No questions will be answered after that date.
- 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 by e-mail to: sarah.beal@oxfordshirelep.com and helen.brind@oxfordshirelep.com
- 3.13 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.
- 3.14 Failure to submit your Bid by the closing time and date may result in your Bid not being evaluated.
- 3.15 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 (%)	Sub-Criteria	Weighting (%)
Price	20%		20%
Social Value	10%	Demonstrate approach to social value within processes, delivery of contract/support	10%
Net Zero	10%	Demonstrate approach to net zero within processes, delivery of contract/support	10%
Experience	30%	Relevant knowledge and skills	20%
		Evidence of delivery to tight timescales	10%
Methodology	30%	Initial understanding of business support programmes	10%
		Approach to delivering the programme for West Oxfordshire	10%
		Understanding of businesses and the	10%

		Oxfordshire business environment	
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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: <ul style="list-style-type: none"> ▪ 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: <ul style="list-style-type: none"> ▪ 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: <ul style="list-style-type: none"> ▪ Basic understanding of the requirements ▪ Basic competence demonstrated through relevant evidence

Score	Definition
	<ul style="list-style-type: none"> 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. <p>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.</p>
2	<p>Very Poor (provides very little of the requirement)</p> <p>The response meets very little of what would be expected.</p> <p>Where the response relates to the development of a product or service, it has met very little of the requirement.</p>
0	No Answer given or Non-Compliant

Table 3 Scoring mechanism for Price

Bidders' price scores will be calculated based upon the lowest price submitted by Bidders.

The Bidder with the lowest price will be awarded the full score of 30, with the remaining Bidders gaining a pro-rated score in relation to how much higher their prices are when compared to the lowest price.

In the example below price is scored out of 30:

Tenderer	Price	(price - lowest price) / lowest price = % of price which is above lowest price	Score Maximum points x (100% - % of price which is above lowest price)
1	£100	$(£100 - £100) / £100 = 0.00\%$	$30 \times (100\% - 0\%) = 30$
2	£125	$(£125 - £100) / £125 = 20.00\%$	$30 \times (100\% - 20.00\%) = 24.00$

3	£150	$(£150 - £100) / £150 =$ 33.33%	$30 \times (100\% - 33.33\%) =$ 20.00
4	£175	$(£175 - £100) / £175 =$ 42.85%	$30 \times (100\% - 42.85\%) =$ 17.15
5	£200	$(£200 - £100) / £200 =$ 50.00%	$30 \times (100\% - 50.00\%) =$ 15.00
6	£300	$(£300 - £100) / £300 =$ 66.66%	$30 \times (100\% - 66.66\%) =$ 10

There is no minimum turnover criteria for this procurement, however you should provide accounts (or equivalent) for your previous financial year. If these are unavailable, you must explain why.

If necessary, following the scoring phase, the top scoring bidders will be invited to an interview stage.

This will include an initial presentation on their bid and structured questions focused on key areas for clarification. Each bidder invited to interview will be asked the same questions.

If required, interviews will take place on Monday 26th February and bidders should ensure they can be available.

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	Tuesday 16 th January 2024
Final date for questions on the opportunity	Midday on Thursday 8 th February 2024
Closing date for proposals	Monday 19 th February 2024 at 10am
Interview date (if required)	Monday 26 th February PM
Date on which bidders will be informed of the outcome	Tuesday 27 th February 2024
Contract start date	Tuesday 12 th March 2024

Proposals should be submitted by 10am on Monday 19th February 2024

Appendix 1

Specification

OxLEP is looking for a supplier to deliver a programme of business support for West Oxfordshire SMEs. This support is being funded as part of West Oxfordshire District Council Shared Prosperity Funding, which OxLEP is delivering on their behalf. This will involve developing and delivering a comprehensive programme comprised of support for start-ups and support for growing SME's.

You are invited to quote for the services described in this specification, which will commence on 12th March 2024 at the latest and will end at the 31st March 2025. The estimated budget for this procured service is up to £160,250.

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. 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 relationship 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.

The UK Shared Prosperity Fund:

The UK Shared Prosperity Fund (UKSPF or the Fund) is a central pillar of the UK government's ambitious Levelling Up agenda and a significant component of its support for places across the UK. It provides £2.6 billion of new funding for local investment by March 2025, with all areas of the UK receiving an allocation from the Fund via a funding formula rather than a competition. It will help places right across the country deliver enhanced outcomes and recognises that even the most affluent parts of the UK contain pockets of deprivation and need support.

It seizes the opportunities of leaving the European Union, by investing in domestic priorities and targeting funding where it is needed most: building pride in place, supporting high quality skills training, supporting pay, employment and productivity growth and increasing life chances. The UK Shared Prosperity Fund (SPF) is a three-year Government funded programme to build pride in places, improve the places in which people live and support individuals and businesses to thrive.

West Oxfordshire District Council UK Shared Prosperity funding:

West Oxfordshire, covering the main settlements of Witney, Carterton, Chipping Norton, Burford and Woodstock, has been allocated £1m through the UK Shared Prosperity Fund (UKSPF). The District Council submitted an Investment Plan setting out how they would use the fund, this plan was approved in January 2023.

WODC consulted local stakeholders while developing the Investment Plan and the following are the prioritised challenges that fit the three UKSPF themes of 'Community and Place', 'Local Business' and 'People & Skills':

- Help town centres and their businesses to remain vibrant and successful in challenging economic times.
- Ensure our towns are clean, attractive and welcoming, that they are clearly signed for visitors and that the markets which are so important for footfall are at their best.
- Help communities to protect their key rural services.
- Ensure that local people have the right skills that are needed by local businesses.
- Ensure that there is appropriate local training for 'green skills', in particular the installation of green energy systems.

The Investment Plan set out how the funding would be used:

- Community and Place' with a focus on town centres and high streets, rural services, and local green spaces.
- Allocated to 'Local Business', the bulk of which will be available in the financial year 2024/25.
- Allocated to 'People and Skills. This is only available in 2024/25 and will be split between ensuring local skills match local businesses' needs and 'green skills' training.

The focus of the support in this opportunity is to support local businesses with a comprehensive support package delivered in the financial year 2024/25.

Summary of requirements:

OxLEP seeks proposals from suppliers to provide a business support programme for West Oxfordshire SME's. This will involve developing and delivering a comprehensive plan of support in line with the UKSPF priorities outlined above. This programme of support must be an enhanced and accelerated offer, over and above the support available via OxLEP Business for all Oxfordshire SME's. It must also consist of a clearly defined programme for start-up businesses and a programme for more established trading SMEs designed to support them to thrive and grow. Support should be suitable for any sector or type of SME, include sole traders and social enterprises.

The delivery of this support will require the supplier to generate new clients for the programme within West Oxfordshire and plans for attracting and retaining SMEs to

the programme of support should be detailed in responses. WODC and OxLEP will support with communications, but the marketing should be driven by the supplier.

A clear programme of support should be outlined detailing the client journey from engagement and commencement of the support to completion of the programme. Support will include one to one support, as well as one to many support including webinars and workshops and facilitated peer networks.

The support programme proposals should detail:

- The recruitment of West Oxfordshire SME's and how their support needs will be assessed.
- How business needs will be met through the programme of support, which should contain both one to one support and one to many activities, including workshops, webinars and peer networks.
- What support will be available to start-ups and how this programme will enable them to put in place the fundamentals of a successful business.
- What support will be available to established SMEs and how this programme will enable them to build on their business success to date in order to grow.
- The design and delivery of a series of support activities tailored to each stage of a business journey.
- Programme completion – what will the business experience when they complete the programme and how are they supported to their next steps.
- Evaluation of support, including celebrating successes and case studies.

It is critical that proposals demonstrate how suppliers will be ready to implement the programme of support from the start of the contract and deliver results quickly.

The supplier also needs to demonstrate how they will work alongside existing support delivered to Oxfordshire SME's via OxLEP's Growth Hub.

The nature of this contract will require flexibility to meet urgent business needs as they arise and may entail some work outside normal office hours.

The delivery of the consultancy will be on a draw down mechanism.

The consultancy period is envisaged to be up to the end of March 2025 – support will finish at the end of February 2025 and the contract will end at the end of March 2025.

Current funding position – this Contract is dependent on OxLEP receiving funding from West Oxfordshire District Council.

The successful supplier will achieve the following targets of support under the contract:

- 200 businesses receiving non-financial support.
- 50 entrepreneurs assisted to be enterprise ready.

- 20 new businesses created.

Appendix 2

Contract Conditions



OxLEP consultancy
company.docx

Please note: these are draft conditions and may be subject to change before a contract is issued. Should they change, you will be given an opportunity to review the revised 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;</p> <p>Please indicate your answer with an 'X' in the relevant box.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) A copy of the audited accounts for the most recent two years</td> <td style="width: 20%;"></td> </tr> <tr> <td>(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>(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	
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(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="width: 20%; vertical-align: top;"> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not requested for this RFQ </td> </tr> </table>		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not requested for this RFQ				
	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not requested for this RFQ						

A4.3	<p>(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?</p> <p>If yes, please provide the name below:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No				
	<table border="1"> <tr> <td>Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the Bidder completing the RFQ</td> <td></td> </tr> </table>	Name of the organisation		Relationship to the Bidder completing the RFQ		
	Name of the organisation					
	Relationship to the Bidder completing the RFQ					
<p>If yes, please provide Ultimate / parent company accounts if available.</p> <p>If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
<p>If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)</p>	<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	<p>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:</p> <p>Employer's (Compulsory) Liability Insurance £5m Public Liability Insurance = £5m Professional Indemnity Insurance = £2m</p> <p>* 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.</p>	<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)	

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SECTION B METHOD STATEMENT

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

You must:

- Explain your plan for commencing and delivering the service, in particular how you will ensure you are able to begin delivery on the contract start date and how you will deliver the contract outputs.
- Provide evidence that you have relevant knowledge and skills for this role. Please include details of all personnel who will be involved in delivering this contract.
- Provide evidence of how you will successfully build and embed client relationships.
- Provide evidence of delivering one to one and one to many business support services.
- Provide evidence that demonstrates your initial understanding of the clients for this programme.
- Demonstrate how you will provide and incorporate Social Value into this contract.

METHOD STATEMENT

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.

Item	Cost per day (£)	Description / Assumptions
	£	
Total	£	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.

NB: This contract is within IR35 Legislation

SECTION D FORM OF QUOTATION

Contract for [insert title of RFQ]
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:

[insert name(s)] in writing by email to [insert email address(es)]. Any questions raised by bidders will be published on the OxLEP website so all potential respondents can view them.