Request for Quotation

 



**European Programmes Compliance Support**

**Closing date for return of RFQ midday**

**6 October 2020**

CONTENTS

PART A – GENERAL INFORMATION

1. Definition of Terms
2. Background to the Procurement
3. Instructions for completion and return of RFQ
4. Award Criteria
5. Additional Information
6. Indicative RFQ Timetable

Appendix 1 Specification

Appendix 2 Contract Conditions

PART B – REQUEST FOR QUOTATION

Section A

Commercial Information

Section B

Method Statement

Section C

Pricing Schedule

Section D

Form of Quotation

Section E

Bidder Checklist

**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 Enterprise 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) is looking to procure compliance expertise to support the delivery of its suite of European Funded projects and non-European funded activities, as required. This currently includes two European Regional Development Fund (ERDF) projects and a European Social Fund (ESF) project. The support must cover the full range of compliance issues, including eligibility, procurement, audit, branding, State Aid, etc. It is envisaged the successful provider will provide approximately 10 days per month support on a flexible basis to take account of peaks in business demand. Suppliers are asked to provide a response covering the period November 2020 – October 2021 (12 months), with the option of an 18 month extension, funding permitting.

2.2 Bidders are invited to quote for the provision of the Services described at Appendix 1 Specification.

2.3 Bidders 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 [helen.brind@oxfordshirelep.com](mailto:helen.brind@oxfordshirelep.com). Questions and answers will be added to the OxLEP website. All questions must be received by midday on **24th September 2020**. 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.

1. Please return an electronic copy of your Bid including any supporting material by e-mail to:

[helen.brind@oxfordshirelep.com](mailto:helen.brind@oxfordshirelep.com)

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.

4.2 Phase 1

Each Bid will be evaluated against a range of mandatory criteria as set out in Table 1:

Table 1 Scored criteria for this RFQ and respective weightings:

|  |  |  |
| --- | --- | --- |
| Question ID | Question | Weighting % |
| A1 | Bidder Information | Information Only |
| A2 | Mandatory Rejection Criteria | Pass/Fail |
| A3 | Discretionary Rejection Criteria | Pass/Fail |
| A4 | Financial Information | Pass/Fail |
| A5 | Insurance | Pass/Fail |
| A6 | Previous Contracts | Information Only |

Where a Bidder answers Yes to question A3.1, a Pass will be subject to evidence of investigation and/or corrective action implemented to the satisfaction of OxLEP.

4.3 Phase 2

Bidders must pass Phase 1 for their Bid to be evaluated at Phase 2.

The scored criteria using the mechanism for scoring set out in Tables 2 and 3

Respectively and the mechanism for scoring Price set out in Table 4.

Table 2 Scored criteria for this RFQ and respective weightings:

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Weighting (%)** | **Sub-Criteria** | **Weighting (%)** |
| **Price** | 30% |  | 30% |
| **Experience** | 30% | Relevant knowledge and skills | 20% |
| Evidence of delivering compliance support | 10% |
| **Methodology** | 40% | Understanding of potential compliance issues | 10% |
| Approach to providing compliance support to OxLEP | 20% |
| Clear strategy on how the bidder will work with OxLEP | 10% |

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

Table 3 Scoring mechanism for the scored criteria of this RFQ:

|  |  |
| --- | --- |
| Very Good - answer that covers the Specification with additional value elements | 9-10 |
| Good - answer that covers the Specification or almost all aspects of the Specification | 7-8 |
| Satisfactory - answer covering the main points of the Specification | 5-6 |
| Unsatisfactory - answer with some references to the Specification | 3-4 |
| Poor - answer with a vague reference to the Specification | 1-2 |
| Question not answered | 0 |

Table 4 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 x (100%-0%) = 30 |
| 2 | £125 | (£125 - £100) / £125 = 20.00% | 30 x (100% - 20.00%) = 24.00 |
| 3 | £150 | (£150 - £100) / £150 = 33.33% | 30 x (100% - 33.33%) = 20.00 |
| 4 | £175 | (£175 - £100) / £175 = 42.85% | 30 x (100% - 42.85%) = 17.15 |
| 5 | £200 | (£200 - £100) / £200 = 50.00% | 30 x (100% - 50.00%) = 15.00 |
| 6 | £300 | (£300 - £100) / £300 = 66.66% | 30 x (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.

4.4 Phase 4

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 kay areas for clarification. Each Bidder invited to interview will be asked the same questions.

If required, interviews will take place on 7th October 2020 and bidders should ensure they can be available.

4.5 OxLEP reserves the right to:

4.5.1 waive or change the requirements of this RFQ from time to time without prior (or any) notice;

4.5.2 withdraw this RFQ at any time, or to re-invite Bids on the same or any alternative basis;

4.5.3 choose not to award any contract as a result of the current procurement process, or to award the contract in part, or to award one of the two Lots.

4.6 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.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Advert placed on OxLEP website and Contracts Finder | 21st September 2020 |
| Final date for submission of RFQ questions | 28th September 2020, midday |
| Time period in which questions will be answered | 30th September 2020 |
| RFQ closing time and date | 6th October 2020, midday |
| Interview date (if required) | 9th October 2020 |
| Notification of award outcome to Bidders | 9th October 2020 |
| Contract start date | 19th October 2020 |

**Proposals must be submitted before midday on the 6th October 2020**

**Appendix 1**

**Specification**

**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.

**Purpose**

## To provide technical compliance support to the OxLEP teams delivering EU funded projects, currently the Business and Skills teams, to provide a quality administrative, financial, legal and procurement support service across multiple EU funded projects.

## 

**Services**

## The compliance support service will:

## Work in an advisory role with project managers, directors and finance staff to ensure the submission of fully compliant programme governance, budget development and monitoring, forecasting, reporting and closure of projects.

## Support the OxLEP Business and Skills teams with the provision of European Funding financial management information and advice - including the development, review, monitoring and management of claims to the Managing Authority (MHCLG / DWP) and ensuring claim compliancy with MHCLG / DWP audit requirements.

## Provide ERDF & ESF technical training, support, guidance and mentoring to the OxLEP delivery teams and delivery partners as required.

## Support project managers and teams to ensure claims are submitted in a timely and compliant manner.

## Provide ongoing review and compliance support across the wider . business support functions, including supporting the submission of business cases for additional funding with the team.

## Support the team with advice on financial and risk implications of the European Funded projects, including match funding and other potential financial exposure, providing financial analysis and narrative for the senior management team and OxLEP Board.

## Work with OxLEP’s internal financial systems to support European grant claims and controls to ensure accountability in line with the delivery of European funded programmes, specifically ERDF & ESF and any other grant funding the service receives.

## Support the OxLEP teams in the preparing for, managing and closing down EU funded monitoring and audit visits.

## Support the OxLEP teams in preparing and driving through project change requests with the relevant Managing Authority.

## Work with OxLEP to help develop corporate compliance systems, processes and policies, as required.

## OxLEP requires a compliance support service that is accessible and responsive to business needs. We anticipate that delivery of this service will require approximately 10 days per month, but that demand will not be smooth and that there will be peaks and troughs in the time required, depending on business need. Bidders should explain how they will build resilience into their service, to ensure that support will be available when required.

## The maximum budget available for this service for the initial 12-month period (November 2020 to October 2021) is £64,000, excluding VAT. Suppliers must indicate whether they are willing and able to accept the 18 month extension and whether this will be on the same terms. Please note, the maximum budget for this service, including the extension, will be £165,000.

**Appendix 2**

**Contract Conditions**

Current OxLEP generic terms and conditions attached, these are subject to revision.



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 | ▢ Yes |
| ii) a limited company | ▢ Yes |
| iii) a limited liability partnership | ▢ Yes |
| iv) other partnership | ▢ Yes |
| v) sole trader | ▢ Yes |
| vi) other (please specify) | ▢ 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.) | ▢ Yes |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | ▢ Yes |
| iii) Sheltered workshop | ▢ Yes |
| iv) Public service mutual | ▢ Yes |

|  |  |
| --- | --- |
| **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—   (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  (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 £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. | ▢ 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.

*You must:*

* *Outline how you would undertake the requirements of the specification.*
* *Outline how you will plan and manage your capacity to deliver the work.*
* *Demonstrate your knowledge, understanding and experience of the compliance regime for European programmes.*
* *Provide details of how you will ensure resilience in delivering this service.*
* *Outline how you will work with OxLEP to deliver the services.*

METHOD STATEMENT

**SECTION C PRICING SCHEDULE**

METHOD STATEMENT (continued)

Please provide a detailed budget for all costs involved in your proposal for the delivery of the project.

* The budget should give an indication of the cost incurred for the delivery of each individual aspect
* Please state your proposed stages of payment in delivery of the project

\*Prices quoted should be **exclusive of** **VAT** in GBP Sterling.

OxLEP Compliance Support services for the period November 2020 to October 2021:

|  |  |  |
| --- | --- | --- |
| **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 outside of the scope of IR35 Legislation

**SECTION D FORM OF QUOTATION**

Contract for Compliance Support

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.

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

Helen Brind in writing by email to [helen.brind@oxfordshirelep.com](mailto:helen.brind@oxfordshirelep.com). Any questions raised by bidders will be published on the OxLEP website so all potential respondents can view them.

1. See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/> [↑](#footnote-ref-1)