



Invitation to Tender FAQs

**Oxfordshire
Social Contract Programme**

**Work Area 1:
Virtual Mentoring Platform**

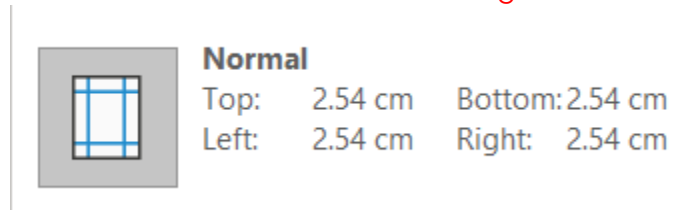
FAQs

Q What font size is permitted in the proposal?

A Arial font size 11 minimum

Q What size margins will be accepted in the proposal?

A Microsoft Office 'Normal' settings:



Responses to Enquiries

ITT specification

Q Will additional funding be made available within the initial term, and beyond the £40k for add-ons i.e. events, jobs, content and/or other services?

A OxLEP will consider additional costs, providing these are detailed within the submitted proposal.

Q Can you clarify OxLEP's expectations regarding the supplier's involvement in recruitment and engagement of mentees and mentors?

A OxLEP would hope that ideally recruitment and engagement marketing templates/assets would be available to adapt. Any additional support that can be provided by a supplier will be considered and appreciated, however this is not a requirement.

Q How will OxLEP recruit mentees / mentors?

A OxLEP will utilise existing networks and contacts, alongside external marketing campaigns (which OxLEP will procure) to recruit mentees and mentors. Where suppliers provide access to existing mentors or will recruit mentors on OxLEPs behalf, this should be fully explained with the supplier's submitted proposal.

Service agreement

Please note that the Standard OxLEP Service Agreement is a draft document which is subject to negotiation after tender award on the specifics of this service supply.

Q 5.4 states that 'The Supplier shall invoice OxLEP for the Charges at the intervals specified, or on the achievement of the Milestones indicated in Schedule 2. If no intervals are specified, the Supplier shall invoice OxLEP at the end of each month for Services performed during that month'. *This differs from the payment structure in the ITT which has staged payments based on milestones. Could you clarify which is correct/preferred and if we can propose our own?*

A ***This is consistent with invoicing being raised on achieved milestones.***

Q 7.2 In relation to the Deliverables: (a) states the Supplier assigns to OxLEP, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Deliverables. *This is not something we are able to agree to and would like to request an amendment. OxLEP and your users would have the right to use the platform (and the background IP in terms of learning/training content) on a non-exclusive royalty free license during the contract term. Any foreground IP which we develop for the contract would be assigned to OxLEP.*

A ***Once a supplier has been offered the contract, discussions can take place to negotiate and amend details, that fit best with the winning tender.***

Q 7.3 The Supplier: (a) warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding OxLEP Materials) by OxLEP shall not infringe the rights, including any Intellectual Property Rights, of any third party; *this clause requires needs clarification i.e. it is only for the length of the agreement with agreed target users/volumes.*

A ***Once a supplier has been offered the contract, discussions can take place to negotiate and amend details, that fit best with the winning tender.***

Q 7.3 (b) shall indemnify OxLEP in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by OxLEP arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables (excluding OxLEP Materials). *This is a one-way clause and should be reciprocal*

A ***Once a supplier has been offered the contract, discussions can take place to negotiate and amend details, that fit best with the winning tender. Please outline your assumptions in your submitted proposal.***

Q 13.1 The Supplier shall indemnify OxLEP against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or

consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by OxLEP arising out of or in connection with: (c) [any claim made against OxLEP by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier, its employees, agents or subcontractors.] *We would like to request that 13.1 c) is removed from this agreement*

- A **Once a supplier has been offered the contract, discussions can take place to negotiate and amend details, that fit best with the winning tender. Please outline your assumptions in your submitted proposal.**
- Q 14.2 b) Subject to clause 14.1: the Supplier's total liability to OxLEP, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to £[NUMBER] – *We would like to request that this is limited to the contract value within each given contract year/term.*
- A **Once a supplier has been offered the contract, discussions can take place to negotiate and amend details, that fit best with the winning tender.**
- Q 15 – TUPE – *Not relevant/applicable and should be removed*
- A **Once a supplier has been offered the contract, discussions can take place to negotiate and amend details, that fit best with the winning tender.**
- Q 16.1 – Termination – *Extend the notice period i.e. 6 months or we make it reciprocal.*
- A **Once a supplier has been offered the contract, discussions can take place to negotiate and amend details, that fit best with the winning tender. Please state your reasons for extension period you illustrated in your submitted proposal.**
- Q 21.4 OxLEP may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement – *Please can we make this reciprocal?*
- A **Once a supplier has been offered the contract, discussions can take place to negotiate and amend details, that fit best with the winning tender.**
- Q Schedule 1 – Interpretation – initial term – *Need to reflect 15 or 16 months as per ITT.*

A This will be adapted to the proposed and agreed payment plan for the winning tender.

Q “Suppliers should also be able to demonstrate that the platform will comply with UK GDPR requirements. OxLEP should not be provided with details of individuals accessing the mentoring, which would enable identification of individuals”.

While we absolutely comply with UK GDPR requirements, in all our current engagements the client is the data controller, and our reporting dashboard has been built to provide high level and more granular user data including identifying individuals. If you require anonymised data, we would need to build in a manual workaround – i.e. producing the reports for you and anonymising the mentors and mentees – *Can I sense check what is required by OxLEP?*

A OxLEP would prefer to be able to access reporting through a unique identifier or to a level of granularity which does not allow individual identification. However, we understand that all solutions will not be bespoke to our needs and would not want to use funds to cover manual anonymisation of data, that could be better used within the wider Social Contract Programme, for the benefit of our communities. Therefore, if this is not possible, then OxLEP would be prepared to develop our own control procedures acting as data controller.