

Liverpool City Region Local Enterprise Partnership Request for Written Quotation

for

EU Consultancy Services (Low Carbon)

March 2017

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1. Introduction

1.1 Background and Summary of Requirements:

The Liverpool City Region Local Enterprise Partnership (LEP) of 12 Princes Parade, Liverpool, L3 1BG.

The Liverpool City Region LEP is now inviting written quotations for support in relation to the following areas:

- (i) Animation and development of a robust ERDF pipeline in relation to the Liverpool City Region ESIF Strategy Priority Axis 4
- (ii) Development of ERDF Calls related to ESIF Priority Axis 4 Transition to A Low Carbon Economy to ensure that project applications are robust and high quality

A detailed specification of requirements is set out in Section 2. It is proposed to place a contract for up to 6 months.

1.2 Financial Arrangements

Payment terms for services covered by this invitation to quotation will be specified on the appropriate invoices, which will be based on agreed deliverables. Invoicing arrangements will be agreed with the successful service provider, following the award of contract.

1.3 Further Information and Query Handling

Every effort has been made to ensure that this documentation contains all the necessary information to enable a quotation to be made. However, in the interests of equity, requests for additional information, clarification on the content of this document and all other queries of substance (other than in relation to purely factual or procedural matters) must be made in writing or by email.

1.4 Timetable

The timetable in relation to this quotation process is as follows:

Award of contract anticipated: April 2017
Contract commencement: April 2017

Dates of award of contract may change.

2. Specification of Requirements

2.1 The provision of the following consultancy services for The LEP:

- (i) Development of ERDF Calls related to ESIF Priority Axis 4 Transition to A Low Carbon Economy to ensure that project applications are robust and high quality. Key activities will include:
 - Development of 'local development need' section of anticipated ERDF calls for projects in the ERDF Low Carbon Priority Axis during 2017 across the focus set out in (ii)
- (ii) Animation and development of a robust ERDF pipeline in relation to the Liverpool City region ESIF Strategy Priority Axis 4. Key activities will include:

- A focus on supporting the ERDF pipeline in relation to the LCR project portfolio across the Priority Axis 4, particularly in relation to energy efficiency in social housing and public buildings; whole carbon solutions; energy efficiency in businesses as part of the Local Growth Hub offering; development of renewable energy generation capacity;
- Working with local partners as required to support potential ERDF project applications to ensure that applicants are supported to deliver timely responses to DCLG;
- Direct support for 6-7 ERDF project applications

2.2 The prospective consultant will be required to work with the wider EU technical assistance team within the LEP to capitalise on cross portfolio/priority axes opportunities, secure early progress and robust applications from partners to DCLG.

2.3 The prospective consultant should be able to commence the assignment at the point of contract and deliver to externally set deadlines.

3. Format of Quotations

Quotations must address all the requirements and must be in the format requested below.

3.1 General Information

The following must be supplied:

- (a) Name, address, telephone number, e-mail address and fax number of supplier.
- (b) Name, address, telephone number and e-mail address of any ultimate insurer or third parties involved in quotation.

3.2 Proposals

3.2.1 Proposals should include a textual response to the requirements set out in this RFQ.

3.3 Warranties, Services

3.3.1 Prospective suppliers must confirm that the level, extent and nature of the Services including any associated warranties described in Section 2 of this document will be fully met. Where this support would be provided by a third party, the name, address and telephone number of the third party must be disclosed.

3.4 Schedule of Costs

Important Note: THE LEP DOES NOT AWARD AGREEMENTS BASED ON LOWEST COSTS BUT COST WILL BE AN IMPORTANT ELEMENT IN THE DECISION MAKING PROCESS

All costs must be quoted in pound sterling, exclusive of VAT and the schedule must take the following format:

- 3.4.1 Confirm that the quotation holds good for 90 days after the closing date for receipt.
- 3.4.2 Indicate the applicable rate of VAT in respect of each of the services being proposed.
- 3.4.3 Give details of any other costs, taxes or duties which may be incurred. Any licensing costs associated with any part of the proposal should be clearly identified. Proposals should clearly indicate any discounts to which The LEP would be entitled, including not for profit discounts, early payment discounts, forward contract discounts and any other discounts.

3.5 Other Information

Prospective suppliers should provide details of their proposed transition arrangements and should provide any other information which may be relevant to this proposal.

4. Contract

A contract will be provided to the supplier whose quotation is deemed to be the most economically advantageous subject to agreement on conditions of that contract. Acceptance of the terms of that contract shall be upon signature by an authorised officer of the LEP.

Award Criteria

Proposals will be scored based on the following criteria:

- Understanding of the brief as outlined in section 1
- Response to the specifications set out in section 2
- Value for money

Please note the following:

- (a) Any terms and conditions in the proposed contract does not imply acceptance by The LEP of the Services until the contract is signed by an authorised officer of The LEP.
- (b) All works carried out shall be governed by the Laws of England and subject to the exclusive jurisdiction of the Courts of England.

5. Examination and Evaluation of Quotations

5.1 Quotations will be examined initially by reference to the following:

- (a) Completeness of proposals and documentation as specified in section 3;
- (b) Technical / professional ability of the prospective supplier to meet the requirements specified in this RFQ, with particular reference to:
 - i. Low Carbon/Energy
 - ii. Supporting potential applicants for public sector funding;
- (c) Statement that none of the circumstances listed in paragraphs 1 and 2 of Article 45 of EU Directive 2004/18/EC apply to the prospective supplier.

Only those quotations that satisfy conditions in relation to the above will be selected for inclusion in the award process.

6. General Conditions of Quotation

Quotations should be prepared in English and are subject to the following:

6.1 This Request for Quotation shall form part of the contract documents.

6.2 The LEP will use its reasonable endeavours to hold confidential any information provided by prospective suppliers, subject to their obligation under law, including the Freedom of Information Act (FOIA). Prospective suppliers should indicate, when quoting, what parts of their quotation are commercially sensitive and which they consider should be kept confidential should an FOIA request be received. The LEP may not consult with prospective suppliers



about any such sensitive information before making a decision on any FOIA request received. Similarly, The LEP requires that all information provided pursuant to this invitation to quote will be treated in strict confidence by prospective suppliers.

- 6.3 Prospective suppliers must comply with the Data Protection Act 1998.
- 6.4 Prospective suppliers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing quotations.
- 6.5 Information supplied by prospective suppliers will be treated as contractually binding. However, The LEP reserves the right to seek clarification or verification of any such information.
- 6.6 Any conflicts of interest involving a prospective supplier must be fully disclosed to The LEP particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the prospective supplier.

Any registerable interest involving the prospective supplier and The LEP, members of the local authority or their relatives must be fully disclosed in the response to this quotation request, or should be communicated to The LEP immediately upon such information becoming known to the prospective supplier, in the event of this information only coming to their notice after the submission of a bid and prior to the award of the contract.

- 6.7 In the event of a group of respondents jointly submitting an acceptable offer, the contract will be awarded by The LEP to one contractor who acts as the agreed prime contractor. The prime contractor is responsible for the delivery of all services provided for under the terms of the contract and shall assume all the duties, responsibilities and costs associated with the position of prime contractor.
 - (a) The successful supplier shall be responsible for the delivery of all services provided for within the contract on the basis of a fixed price agreement set at the beginning of the contract. Prices quoted cannot be increased during the term of the quotation. Similarly the prospective supplier cannot alter the terms and conditions.
 - (b) The LEP retains the right to withhold payment where a contractor has failed to meet his/her contractual obligations in relation to the delivery of services to an acceptable level of quality.

- 6.8 The LEP will not be liable in respect of any costs incurred by prospective suppliers in the preparation of quotations or any associated work effort.
- 6.9 Responses to this Quotation Request will be evaluated in their own right. No recognition will be given to information previously submitted.
- 6.10 The LEP is not bound to accept the lowest cost or any quotation submitted.
- 6.11 Quotations must be completed in accordance with the format specified in **Section 3**. Quotations which are incomplete will not be evaluated.
- 6.12 An electronic copy of the quotation marked “**Quotation for EU Consultancy Services (Low Carbon)**” should be emailed to:

Name Tony Wade
Address info@liverpoolLEP.org

and a hard copy delivered to the above address not later than 5pm on 28 March 2017

Quotations delivered after this time will not be accepted.

- 6.13** Acceptance by The LEP of the prospective supplier's application does not indicate acceptance by The LEP of an agreement for the prospective supplier to supply the services to The LEP.
- 6.14** The contract can be withdrawn at any time by either party, by providing 30 days written notice.

Appendix A

ARTICLE 45 OF EU DIRECTIVE 2004/18/EC

Personal situation of the candidate or prospective supplier:

1. Any candidate or prospective supplier who has been the subject of a conviction by definitive judgment of which the contracting authority is aware for one or more of the reasons listed below shall be excluded from participation in a public contract:
 - (a) participation in a criminal organisation, as defined in Article 2(1) of Council Joint Action 98/733/JHA;
 - (b) corruption, as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98/742/JHA respectively;
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
 - (d) money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering.
2. Any economic operator may be excluded from participation in a contract who:
 - (a) is bankrupt or is being wound up, whose affairs are being administered by the court, who has entered into an arrangement with creditors, who has suspended business activities or who is in any analogous situation arising from a similar procedure under national laws and regulations;
 - (b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
 - (c) has been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
 - (d) has been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate;
 - (e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
 - (f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
 - (g) is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information.

Other

For the latest information about The LEP's activities, please visit: <http://liverpoollep.org>