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**Invitation to Tender**

**TITLE**: Provision of Legal Advice and Services for Launch-pad Programme – Falmouth University

**PROCUREMENT REF**: 906 Launchpad

**RETURN DATE**: Friday 07th April 2017 at 12.00pm mid-day.

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| **Version Control** | |
| **Project Lead**: Nick Dixon | **Procurement :** Chris Jones |
| **Post:** Head of the Launchpad Programme | **Post:** Head of Procurement |
| Version: 01 | 09.03.2017 |

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1. **Form of Tender – Invitation to Quote (ITT)**

You are invited to tender for the above contract. The ‘Invitation to Tender (ITT) consists of a number of parts as identified on the Contents Page. Please read each section carefully and respond wherever indicated. On completion of the ITT, Bidders are required to submit all relevant parts of the Tender via the Falmouth University e-tendering portal <https://in-tendhost.co.uk/universityofexeter/aspx/Home> by the specified closing date.

Falmouth University thanks Bidders for their participation and looks forward to the submission of comprehensive Tenders in keeping with the scope and specification of this project (as set out herein).

1. **Scope and Specification**.

# Launchpad Legal Services Specification

## Purpose of the invitation to tender

Falmouth University wishes to engage the services of a consultant firm to provide legal advice and services for the Launchpad programme. This will be in several parts:

1. Review and amendment of the student contract to align with the programme outputs and objectives.
2. Development of a Memorandum of Understanding template between the Launchpad programme and Launchpad Industry Partners with advice on any bespoke arrangements.
3. Management of the incorporation of Launchpad graduate companies and the establishment of investment and shareholder agreements and transferal/development of IPR.

## Summary of Project

Launchpad is a graduate incubation and acceleration programme designed to build new high growth businesses to meet market demand in just 12 months. It is also an innovative method of graduate incubation as it is underpinned by a specially designed one-year (MA) Entrepreneurship programme, where setting up a new high growth business becomes the learning vehicle. This means students both build a new business and gain a Master’s Degree at the same time.

Launchpad works because:

1. It brings innovation into the heart of HE.
2. It proves that one of the greatest assets a University possesses is its raw student talent. Yet many universities do not capitalize this talent.
3. It shows how unlocking student talent can be very beneficial to universities because in the past two decades, graduates have been at the forefront of many new innovative companies.
4. However, much of this innovation has happened outside, or despite the university system.
5. Launchpad demonstrates that Universities are uniquely designed to nurture talent in a hothouse environment.

**Who benefits from Launchpad?**

Launchpad is located in Cornwall, one of the most economically deprived regions in the UK. This is a region that desperately needs more new companies in high growth sectors. However, it is important to note, the Launchpad methodology can be applied to any part of the globe, as long as there is a university with a pipeline of graduate talent, who want to drive economic growth in their region.

Launchpad is highly attractive to industry partners, who come from across the globe to participate as it gives them rare access to a talent pool who can solve problems. It appeals to students as it allows them to both become a Director in their own company and to gain a higher qualification. Launchpad is a magnet for investors as it allows them to gain early access to emerging tech start-ups. It therefore brings new inward investment into the region.

Launchpad’s business model has in-built sustainability as the University retains an equity stake in each company to enable the programme to be ever-greened and to be run in perpetuity for the benefit of future students. So everybody wins.

**So what makes Launchpad work?**

Launchpad works because its unique methodology reverses the normal supply side approach to both business incubation and to business education.

Instead of an entrepreneur developing their individual idea and then seeking investment from the market. Launchpad first starts by identifying the market gap. We then recruit graduate talent into teams of 4. We then ensure these teams keep pivoting to the market and through this process, we literally build and launch a brand new business.

**Step 1 – First identify the market gap**

Launchpad identifies market opportunities by working closely with industry partners to pinpoint gaps that need new to market solutions. With these industry partners Launchpad staff identify the markets with the greatest innovation potential and greatest global reach. Many industry partners want to work with Launchpad and find creative solutions, especially high growth sectors ranging from Aerospace, to eHealth, to interactive media.

**Step 2 - Recruit Talent to meet the market gap**

Launchpad recruits graduate talent into a Bootcamp incubator. This talent is then formed into teams of 4 with complementary skills. At the outset, each student is given a stipend to allow them to exclusively focus on up to 3 challenges identified by the industry partners. After 4 weeks of due diligence each team selects one challenge. In the next 11 months the teams live, eat, sleep in an intense hothouse environment, wrapped around by Industry Mentors, Coaches, Technical and MA support teams.

**Step 3 – Pivot to the market**

A critical component of the Launchpad methodology is the way we use the industry partners market knowledge to keep PIVOTING (adapting the solution) to the market. This intense process delivers new market ready solutions and incorporates the new companies after just 12 months. The breakdown usually is 3 months R&D and 9 months commercialization. Unusually, Launchpad invites investors in before the companies incorporate because early deal flow and sight of graduate Tech start-ups is highly attractive to technology investors. However, some of the first who want to invest are the original industry partners who set the challenge in the first place.

**Step 4 –Incorporate, Accelerate and Lift Off**

Once they are incorporated, we support the companies through Acceleration Phase 1 – when they take their first investment and employ their first staff. We then help feed the companies out to creatives across the region; at which point the Launchpad innovation eco-system begins over again with a new group of students.

**LAUNCHPAD – the next five years**

In the next 5 years Launchpad will deliver 526 new jobs, 65 new high growth companies, 130 Business Assists, 65 new to market products. As The University retains 25% equity in each company we anticipate in 5 years we will have built a substantial Evergreen Fund.

## Programme of Work and Deliverables

Applicants are invited to tender for the following elements of the work.

* 1. **Student contract review and amendments**
     1. Review the current Launchpad student contract and interim contract development work.
     2. Provide advice and guidance on amending the Launchpad student contract to match the programme outputs and expectations. Amendments will include (but is not limited to):
        1. Requiring the incorporated Launchpad graduate company to remain headquartered in Cornwall for a defined period.
        2. Detailing of University shareholding interests in the Launchpad graduate company.
        3. Post-incorporation assignment of IP generated during the incubation phase of the programme.
        4. Professional conduct within the Launchpad workspace as well as day-to-day activity.
        5. Commitment to Launchpad programme objectives and outputs.
        6. Requirement to credit Falmouth University and Launchpad.
        7. Acceptance of Industry Partner Memorandum of Understanding terms.
        8. Highlight which obligations are to transfer to the incorporated Launchpad graduate company on incorporation.
     3. Supply all legal documents for the above.
  2. **Development of Launchpad Industry Partner Memorandum of Understanding**
     1. Create a template Memorandum of Understanding for use between the Launchpad programme and Launchpad Industry Partners.
     2. Provide advice and expertise where variance occurs and bespoke agreements are necessary and supply amended documentation.
     3. The Memorandum of Understanding will detail the obligations of Falmouth University, the Launchpad programme and the Industry Partner. The documentation will also (but is not limited to):
        1. Detail the possible State Aid implications to the Industry Partner under certain conditions.
        2. The opportunities to invest or purchase IPR or agree any exclusivity of the Launchpad graduate company at incorporation.
        3. Ensure that the interests of Falmouth University, the Launchpad programme, and the recognised outputs of the Launchpad programme are maximised whilst ensuring good working relationships are maintained.
  3. **Investment and Incorporation of Launchpad Graduate Companies**
     1. Provide advice and guidance on IPR and other commercial matters relating to the spin out of Launchpad graduate companies.
     2. Manage the incorporation of new Launchpad graduate companies, including frameworks for inward investment. Incorporation and investment documentation will (but is not limited to):
        1. Ensure that post-studentship requirements will transfer from the student contract to the appropriate incorporation documentation.
        2. Highlight mentoring and business assist obligations during Launchpad acceleration phase.
        3. Ensure that the interests of Falmouth University and the Launchpad programme are maximised whilst ensuring good working relationships are maintained.
     3. Supply all legal agreements for the above.

## Outputs and Milestones

* + 1. The funding period for the programme ends **31st December 2019** and all work carried out under this tender must be completed by that date.
    2. The student contract work must be completed before the first cohort starts **29th May 2017**.
    3. The Launchpad Industry Partner Memorandum of Understanding work must be completed by **May 2017.**
    4. For the purposes of incorporation and investment, the Launchpad graduate teams will incorporate in the following months and maximum numbers:
    5. **April 2018** – first cohort of five companies maximum.
    6. **August 2019** – second cohort of 15 companies maximum.
    7. **December 2019** – third cohort of 20 companies maximum.

## Fees and Costs – See Section 9.

It is expected that the maximum cost for this project will not exceed a total of £100k (inclusive of VAT)

Bidders are required to show a price breakdown for each element of the project.

1. **Correspondence**

All correspondence, tenders, associated documents etc. (whether before or after the final submission of tender) are to be directed through the e- procurement portal <https://in-tendhost.co.uk/universityofexeter/aspx/Home>

All requests for clarification or communications relating to the Tender must be submitted by the deadline via the e-procurement portal **FAO Nick Dixon** and with the procurement reference number clearly referenced **906Launch-pad.**

No approach of any kind in connection with the ITT should be made in any other manner, or to any other person within, or associated with Falmouth University (including its representatives).

* Falmouth University intends to provide all information that is relevant to all Tenderers, even if this information is only requested by one Tenderer.

Please note that the deadline for receipt of clarifications is **Monday 03rd April 2017 12.00pm Mid-day** UK Time)

1. **Anticipated Timescales**

|  |  |
| --- | --- |
| **ITT made available to Bidders** | **Friday 10.03.2017** |
| **Date by which Bidders will need to submit clarifications (if raised)** | **Monday 03rd April 2017 at 12.00pm** |
| **Deadline for receipt of Tender** | **Friday 07th April 2017 at  12.00pm** |
| **Shortlisted Bidders Notified** | **W/C 10TH April 2017** |
| **Shortlisted Supplier Presentation** | **W/C 10th April   2017** |
| **Preferred Bidder chosen (subject to contract)** | **W/E 14th April  2017** |
| **Contract Award** | **W/C 24TH April 2017.** |
| **Contract Start** | **W/C 24TH April 2017.** |

***NB:*** *This timetable is indicative and Falmouth University reserves the right to change the timescale and will notify Bidders of any such change.*

1. **Submitting your Tender**
   1. **This ITT will close at 12:00 Midday (UK Time) on Friday 07TH April 2017,**  It is the Bidder’s responsibility to ensure that their completed bid is uploaded, in full, no later than the date and time above. Tenders will not be considered if the complete information called for is not provided by the closing date and time stated in this document.
   2. Bidders must complete their ITT in full and submit any requested supporting documentation and other evidence as requested within this ITT. Omissions or exceptions may invalidate a Tender. Bidders must provide a completed Qualification Questionnaire (Selection) at Schedule 9 and Technical & Price Assessment response at and ensure all necessary supporting documentation is provided as stipulated with in this ITT.
   3. The complete ITT should be e-mailed in a common electronic format such as PDF, Word, Excel or PowerPoint), including technical literature via the procurement portal <https://in-tendhost.co.uk/universityofexeter/aspx/Home>
   4. Falmouth University reserves the right to seek clarifications of tenders during its evaluation of ITTs where it considers this to be necessary.
   5. Tenders, part Tenders and appendices and attachments received after the closing date and time will be excluded from the ITT evaluation procedure and no further consideration of it made. These documents may remain in the procurement system unopened.
2. **Award Criteria and Evaluation Methodology**

In evaluating the ITT, Falmouth University will seek the most advantageous offer, both practically and economically, based on contract award criteria below.

The tender comprises of a two stage process. On evaluation of stage 1, a maximum of two bidders will be shortlisted to proceed to Stage 2.

**STAGE 1:**

|  |  |  |  |
| --- | --- | --- | --- |
| Award Criteria (Scored) | | % Score | % Sub Scores |
| 1 | **Technical/Operational / Experience Requirements** | **60%** |  |
| 2 | **Price** | **40%** |  |
| TOTALS: | | 100% |  |

**STAGE 2:**

|  |  |  |  |
| --- | --- | --- | --- |
| Award Criteria (Scored) | | % Score | % Sub Scores |
| 1 | **Presentation** | **100%** |  |
| TOTALS: | | 100% |  |

**6.1 Scored Questions: Technical/Operational Requirements**

Each “Scored” Technical/Operationalquestion will be marked out of a maximum of 5 marks and then weighted as indicated. The marks will be awarded as detailed in the table below. These sections will count for 60% of the overall tender score.

|  |  |
| --- | --- |
| ***Score*** | ***Details*** |
| **Very Good = 5** | The response by the Bidder provides a very high degree of confidence of being able to support the achievement of the intended outcomes of the Project.  The response is fully detailed with appropriate explanations and supporting evidence, there are a limited number of minor issues and no major issues.  The response demonstrates many more strengths than weaknesses, that any desired standards will be exceeded in most respects |
| **Good = 4** | The response by the Bidder provides a high degree of confidence of being able to support the achievement of the intended outcomes of the Project.  The response is detailed with appropriate explanations and supporting evidence, there are a number of minor issues and a limited number of major issues.  The response demonstrates more strengths than weaknesses, that any desired standards will be exceeded in some respects |
| **Acceptable = 3** | The response by the Bidder provides an acceptable degree of confidence of being able to support the achievement of the intended outcomes of the Project.  The response is sufficiently detailed with some appropriate explanations and supporting evidence, there are a number of minor issues and a limited number of major issues  The response demonstrates more strengths than weaknesses, that any desired standards will be met |
| **Concern = 2** | The response by the Bidder gives rise to some concerns about being able to support the achievement of the intended outcomes of the Project.  The response has limited detail with limited appropriate explanations and supporting evidence, there are a number of minor issues and a number of major issues.  The response demonstrates less strengths than weaknesses, that any desired standards may not be met. |
| **Poor = 1** | The response by the Bidder gives rise to many concerns about being able to support the achievement of the intended outcomes of the Project.  The response has limited detail with limited appropriate explanations and supporting evidence, there are many minor issues and a high number of major issues.  The response demonstrates less strengths than weaknesses, that any desired standards are unlikely to be met. |
| **Unacceptable = 0** | The response by the Bidder is non-compliant; the response gives rise to many concerns about being able to support the achievement of the intended outcomes of the Project.  The response has insufficient detail with virtually no appropriate explanations and supporting evidence, there are many minor issues and a high number of major issues.  The response demonstrates less strengths than weaknesses, that any desired standards are highly unlikely to be met. |

**Please note that some questions are weighted to reflect the importance of the question to the project.** For example an actual score of 5 with a weighting of 3 will give a final score of 15. Likewise an actual score of 5 with a weighting of 1 will give a final score of 5. After all the responses to each “Scored” question have been scored, the evaluation panel will apply the weighting for each question.

**6.2 Scored Questions – Pricing Schedule**

Bidders are required to submit a breakdown of work as detailed in the specification. This price will be final and binding in any subsequent contract for this package of work for the entire life of the contract.

The price element of this Tender will be **worth 40% of the total score**.

Falmouth University will not accept liability for any costs omitted from the tendered price/s that the Bidder has not declared in their Tender submission as falling payable by Falmouth University. Prices will not be amended after acceptance of the ITT, save as a result of clarifications issued by Falmouth University.

The price schedule should be completed by each Bidder. All prices quoted shall be in pounds sterling (GBP) and exclude VAT.

1. **Conditions of Tendering**
   1. Falmouth University reverses the right to cancel a tender process at any point.
   2. Falmouth University is not liable for any expenses or costs resulting from the cancellation of this tender process or for any other costs incurred by those tendering in response to the ITT.
   3. The information provided in this ITT has been prepared in good faith by Falmouth University but is provided for guidance only and no warranty is given by Falmouth University as to the accuracy of the information.
   4. In submitting your tender, you do so in accordance with the conditions specified or referred to herein.
   5. Falmouth University may reject any tender which does not fully comply with the stipulated requirements.
   6. The Tender shall remain open for acceptance by Falmouth University for a period of 3 months from the date specified for its return.
   7. Falmouth University is not bound to accept the lowest or any Tender and reserves the right to accept or award the contract in whole, in part, or not at all.
   8. Falmouth University will retain a right of audit of all matters relating to the performance of the contract arising from this ITT. This will include all financial matters and details relating to the service provided.
   9. All material provided by Falmouth University must be regarded as confidential and only disclosed to a third party to the extent necessary to complete your tender. Falmouth University requires that all working papers and electronic data must be destroyed by Bidders as soon as notified that they have been unsuccessful.
   10. Any aspects of your Tender which are essential to the quality, cost and delivery of the service must be incorporated into the response.
   11. Your Tender shall be a “bona fide” quote and shall not be fixed or adjusted by, or under, or in accordance with any agreements or arrangements with any other person. You shall keep your tender confidential and not divulge to anyone, even approximately, what your quotation price is or will be or any of its terms or conditions, with the sole exception of information you may have to give.
   12. Falmouth University requires all goods and services to be provided to the address/es stated in the contract documents and, or orders. Individual delivery instructions will be provided before orders are placed for goods or services and will include the appropriate health and safety guidance.
   13. Tender submission and all correspondence with Falmouth University must be written in English.
   14. All goods and, or services supplied shall be fit for purpose and in accordance with any detailed specification(s) supplied with these documents and, or as subsequently amended, agreed by the Bidder and Falmouth University and specified in the final contract documents and, or orders.
   15. All current and future British Legislation/Standards or EU Legislation/Standards or other equivalents shall apply to all goods and services to be supplied where relevant.
   16. A request for prices to be reviewed may be given by the successful Bidder giving at least 3 months’ written notice to Falmouth University and based upon the anniversary of the contract start date. All proposed changes to prices must be agreed by Falmouth University in writing before taking effect and prices may decrease as well as increase.
   17. No media releases, public announcements or public disclosures by the Bidder or the Bidder’s employees or agents relating to the contract or its subject matter, including but not limited to promotional or marketing material, (but excluding any announcement intended solely for internal distribution by the parties or any disclosure required by legal, accounting or regulatory requirements) may be made without the prior written approval of Falmouth University.
2. **Terms and Conditions**
   1. Subject to review (as part of the contractual award process). This work will form part of the contract.



1. **Schedule A – PRE-QUALIFICATION QUESTIONS**

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| --- | --- | --- |
| **Section 1 – Bidder’s Information** | | |
| This question is for information only however it *must* be completed in full. Where sections do not apply, Bidders should indicate that this is the case and why. This question should be completed by the Bidder Organisation and any Relevant Organisations (if applicable).  **Trading Name** | | |
| **Correspondence Address** | | |
| **Telephone Number** | | |
| **Fax Number** (optional) | | |
| **Email Contact Address** (optional) | | |
| **Main Contact of the Bidder Organisation empowered to represent the Bidder in all dealings of a contractual nature once the contract is awarded.**  Name  Position  Address  Telephone  Mobile (optional)  E-Mail | | |
| **Internet Website Address** (Optional)       (optional) | | |
| **Registered Office Address (if different from above)** | | |
| **Date Established** | | |
| **Type of Organisation** (e.g. Private, Private Limited Company, Partnership, Local Authority, Voluntary Body, and Registered Charity) Please provide details of the organisation's structure. | | |
| **Registered Business Number:**  **Date of Registration:** | | |
| **VAT Registration Number:**  **Ownership**  If your company is owned by a parent company, please identify the name(s) of parents and clearly identify the relationship. | | |
| **Please confirm whether your Organisation is considered one of the following. (**Optional)  *Double-click in boxes to check relevant box*  Micro enterprise – Staff < 10, Turnover < €2 million, Balance sheet < €2 million  Small enterprise – Staff < 50, Turnover < €10 million, Balance sheet < €2 million  Medium sized enterprise – Staff < 250, Turnover < €50 million, Balance sheet < than €43 million  Large sized enterprise – Staff >250, Turnover > €50 million, Balance sheet > than €43 million  **This question is optional/for information to gather data for Falmouth University** | | |
| If your Organisation is owned/run by any of the following, please tick relevant box (Optional)  BME (Black, ethnic, community/voluntary group)  Community Interest Companies (CIC)  Companies owned or managed by women  Owned or run by Disabled People  Business owned by Lesbian, Bisexual, Gay or Transsexual  **This question is optional/for information to gather data for Falmouth University** | | |
| Falmouth University would like to understand how and where Bidders find opportunities advertised. This will help us better target our tender advertisements to potential Bidders.  Please enter where you saw this tender opportunity advertised.  **Pro-Contract (Due North)**  **In-tend**  **Contract Finder**  **Other (please detail) ………………………..** | | |
| **Section 2 Grounds for Exclusion [‘Pass’ / ‘Fail’]** | | |
| 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 2.2 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 Falmouth University for advice before completing this form.  ***All of the questions in Section 2 are Pass/ Fail – if the Bidder responds “Yes” to any of these questions, this may constitute a “Fail”/*** | | |
| **2.1 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. |  |  |
| **2.2 Non-payment of taxes**  **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? |  |  |
| **Section 3: Economic and Financial Standing** | **Bidder’s Response** | |
| **A. Dunn and Bradstreet – score**  Falmouth University may run a Dunn and Bradstreet financial check on Bidders and take a considered view on the likelihood of business risk and failure. Bidders with D & B Failure rating of 50 or less will be requested to provide further information / clarifications.  For businesses not covered by the D & B report, these businesses will be requested to supply a minimum of 3 years accounts / or as trading history if 3 years of accounts are not available.  The following financial ratio will be used to access business risk and failure for those business not covered by a D & B report.  Current Ratio: = Current Assets / Current Liabilities  Falmouth University may request further clarification on any D and B Failure rating.  ***Pass/ Fail – In the event that a Bidder achieves a D and B Failure rating of 50 or less this may constitute a ‘Fail’.*** | This organisation consents to a D and B Check | |
| **B - Insurance**  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 = £1,000,000 Public Liability Insurance = £1,000,000 Professional Indemnity Insurance = £1,000,000 Product Liability Insurance = £1,000,000  ***Pass/ Fail – These are the minimum insurance threshold. If a Bidder is unable to satisfy this minimum threshold (or commit to obtain the relevant insurances), this will constitute a fail.*** | Yes  No | |
| **Section 4: Legislative Compliance** | **Bidder’s Response** | |
| **A – Compliance with equality legislation**  For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | |
| 1. In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?  ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| 2. In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  **You may be excluded if you are unable to demonstrate to Falmouth University’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.**  ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| **B - Environmental Management** | | |
| Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?  If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  **Falmouth University will not select Bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless Falmouth University is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.**  ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| **C - Health and Safety** | | |
| 1. Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.  ***Pass/Fail – In the event that a Bidder answers ‘No’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| 2. Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  **If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.**  **Falmouth University will exclude Bidder(s) that have been in receipt of enforcement/remedial action orders unless the Bidder(s) can demonstrate to Falmouth University’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.**  ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| **Section 5: Conflicts of Interest** | | |
| 1. Do any potential conflicts of interest exist between this work, any senior member of your company or any member of Falmouth University?  **If the answer is ‘Yes’ consideration will be given to the conflicts, the potential impact on the Contract or the procurement and how this can be managed in order to protect all parties. Should there be a conflict that, in Falmouth University’s opinion, could not be suitably managed then this would constitute a ‘Fail’.**  ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | If yes, please provide details | |
| **Section 6: Termination** |  | |
| Has the Bidder Organisation ever had a contract terminated as a result of non-compliance or non-performance within the last three years? This section only applies to termination of a contract relevant to the services/goods required to be provided as part of the Contract.  **If answer is ‘Yes’, please provide details of such termination. Consideration will be given to the reasoning behind the termination. Falmouth University will excluded Bidders who cannot reasonably demonstrate that appropriate remedial action has been taken to prevent similar circumstances arising and resulting in termination of any contract awarded as a result of this procurement.**  ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| **Section 7: Terms and Conditions** | | |
| The applicable Terms & Conditions are Falmouth University’s **Standard Terms & Conditions for the Purchase of Goods** which is available to view in appendix A.  If there are specific clauses which cannot be agreed to please set these out in the space provided and provide an explanation.  Please note that doing this does not guarantee Falmouth University’s acceptance to varied terms and conditions. Falmouth University holds at its discretion the right to disqualify Bidders who do not agree to Falmouth University’s Terms & Conditions of purchase.  ***Pass/Fail – In the event that a Bidder is not willing to accept Falmouth University’s Terms and Conditions, this may constitute a ‘Fail’.*** | **Please indicate that you are tendering in agreement of these terms by selecting the box** | |
| **Section 8: University’s Policies** | | |
| The successful Bidder should be aware of the following University policies and procedures and shall accept and support Falmouth Exeter Plus in compliance with the same principles over the life of the contract period:  Sustainability and Awareness  <http://www.fxplus.ac.uk/work/sustainability>  Sustainable procurement  <http://www.fxplus.ac.uk/work/sustainability/sustainability-policy-and-strategy>  Health and Safety Policy  <http://www.fxplus.ac.uk/work/health-safety>  Freedom of Information Act  <http://www.fxplus.ac.uk/sites/default/files/documents/fx_plus_foi_charging_policy_oct_2013.pdf>  **Modern Slavery Act**   * The Successful bidder shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and * The Successful bidder presents and warrants that neither the bidder nor any of its officers, employees or other persons associated with it:   + has been convicted of any offence involving slavery and human trafficking; and   + to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; * The Successful bidder shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.   Please confirm that you agree to follow the principles in these policies during the life of the contract**.** You may wish to provide copies of relevant policies of your own. | Yes  No | |

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| --- | --- | --- |
| Section 9: Technical and Operational Requirements | | |
| A. Technical Requirements 60% | | |
| *Q A1: Please provide examples of similar projects that have been successfully delivered within the last three years with references from the relevant client organisations*  *Q A2: Please demonstrate an understanding of Capital markets and regulatory environment*  *Q A3: Please demonstrable your track record in structuring, mentoring, advising and investing venture capital*  *Q A4: Please give evidence of strong corporate governance credentials*  *Q A5: Please demonstrate your understanding of the special commercial challenges in Cornwall* |  | **15%**  **15%**  **10%**  **10%**  **10%** |

**Schedule B: PRICE SCHEDULE 40%**

|  |  |  |
| --- | --- | --- |
| PRICE SCHEDULE 40% | | |
| Please provide a cost breakdown for each category listed below: | | |
| *Student contract review and amendments*  *Development of Launchpad Industry Partner Memorandum of Understanding*  *Investment and Incorporation of Launchpad Graduate Companies*  *Bespoke MoU amendments* | **Price:£(inc. VAT)**  **£0.00**  **£0.00**  **£0.00**  **£0.00** | **Comments :** |

**STAGE 2: PRESENTATION**

|  |  |  |
| --- | --- | --- |
| PRESENTATION 100% | | |
| To be held at the Penryn Campus W/C 10TH April 2017. | | |
| Demonstration of your proposal to key Falmouth University stakeholders, followed by a Q and A session. Presentations must not exceed 60 minutes (30 minute presentation, 30 minute Q and A session) |  | **100%** |

1. **DECLARATION**

|  |  |
| --- | --- |
| **Declaration** | |
| I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of......................... (**Insert name of Bidder**).  I understand that Falmouth University may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.  I also declare that there is no conflict of interest in relation to Falmouth University’s requirement. | |
| **ITT COMPLETED BY** | |
| Name |  |
| Role in organisation |  |
| Date |  |
| Signature |  |

**Appendix A1 – Consultants Agreement**



**Appendix A2 – Delivery Schedule**

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