

**REQUEST FOR QUOTATION (RFQ)**

**RFQ PACK**

**Project Jumpstart to Success**

**(funded by the GLA’s UKSPF)**

**London Boroughs of Islington and Kensington & Chelsea only**

**prj\_COL\_24261**

Bidders will be asked to confirm their understanding of this document as part of the qualification envelope.

This document must be reviewed in its entirety.

**Contents**

[1. Introduction 3](#_Toc50021995)

[2. Guide to Applicants 4](#_Toc50021996)

[2.1. GDPR Privacy Notice 4](#_Toc50021997)

[2.2. Scope 4](#_Toc50021998)

[2.3. Instructions for Completion 4](#_Toc50021999)

[2.4. Timetable 5](#_Toc50022000)

[2.5. Requests for Clarification Prior to Submission 5](#_Toc50022001)

[2.6. Submission 5](#_Toc50022002)

[3. General Conditions and Important Notices 6](#_Toc50022003)

[3.1. General Notices 6](#_Toc50022004)

[3.2. City’s Right to Reject 6](#_Toc50022005)

[3.3. Canvassing 6](#_Toc50022006)

[3.4. Responsible Procurement and Social Value 7](#_Toc50022007)

[3.5. Living Wage 7](#_Toc50022008)

[3.6. Health & Safety 8](#_Toc50022009)

[3.7. Electronic Invoicing 9](#_Toc50022010)

[3.8. Data Protection 9](#_Toc50022011)

[3.9. Security Policy – People 10](#_Toc50022012)

[3.10. Conflicts of Interest 10](#_Toc50022013)

[3.11. Non-Collusion 10](#_Toc50022014)

[3.12. Confidentiality 11](#_Toc50022015)

[3.13. Non-Disclosure Agreement 12](#_Toc50022016)

[3.14. Intellectual Property 12](#_Toc50022017)

[3.15. Publicity 12](#_Toc50022018)

[3.16. Accuracy of the RFQ Information and Liability of the City and its Advisors 12](#_Toc50022019)

[3.17. The Bidding Process and Costs 12](#_Toc50022020)

[3.18. Right to Cancel or Vary the Process 13](#_Toc50022021)

[3.19. Public Access to Information 13](#_Toc50022022)

[3.20. Transparency Code 13](#_Toc50022023)

[4. Evaluation Methodology and Award 14](#_Toc50022024)

[4.1. Best Technical Score 14](#_Toc50022025)

[4.2. Best Commercial Response 14](#_Toc50022026)

[4.3. Most Economically Advantageous Quotation 14](#_Toc50022027)

[4.4. Evaluation of Technical Envelope [for use with Best Technical Score and Most Economically Advantageous Quotation] 14](#_Toc50022028)

[4.5. Evaluation of Commercial Envelope [for use with Best Commercial Response and Most Economically Advantageous Quotation] 16](#_Toc50022029)

[4.6. Award 16](#_Toc50022030)

[4.7. Notification 17](#_Toc50022031)

[4.8. Contract 17](#_Toc50022032)

[4.9 Commercial Contract Management 17](#_Toc50022033)

# Introduction

The City of London Corporation (the City) is the local authority for the ‘Square Mile’, as well as having a number of private interests. Its policies are dedicated to maintaining the City as one of the world’s leading international financial and business centers; to providing high quality services for its residents and the business communities, and for London, as a whole. The City’s residential population is approximately 9,000 and, during normal working conditions, a daytime population of 600,000 (approx.). It has unique service requirements, some extending beyond the City boundaries, which clearly marks it out from other local authorities. In addition the City provides services for a number of outside agencies.

The City’s duties range from the upkeep of open spaces outside the City such as Epping Forest and Hampstead Heath, to the management of the Barbican Centre. As well as providing the usual local authority services such as housing, waste management, education, social services, environmental health, and town planning, it also has responsibility for the City of London Police and the Central Criminal Court at the Old Bailey. It provides five River Thames bridges; runs four food markets, and is a Port Health Authority. The City also owns and manages substantial commercial and property holdings, and maintains the City’s highways. It part funds the Museum of London, acts as its Treasurer, and provides its financial support systems.

We are committed to developing, promoting and delivering our services, information and employment opportunities with due regard to the Public Sector Equality Duty, as outlined in section 149 of the Equality Act 2010. This requires us, when carrying out our public authority activities, to have due regard to the need to eliminate discrimination, and the need to advance equality of opportunity and foster good relations between those who share protected characteristics and those who do not. The relevant protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, gender or sexual orientation, but also with consideration to any other aspect of their background or heritage.

We have due regard to the Equality and Human Rights Commission (EHRC) 2013 guidance on mainstreaming equality considerations in procurement and expect our contractors and other people who deliver our services to share this vision and these values. All organisations that want to provide services on our behalf must be able to show they are taking steps to allow equal access to services and employment and to promote equal opportunities.

In keeping with the City of London’s commitment to sustainability and the Public Services (Social Value) Act 2012, the City will actively seek to engage suppliers that will promote the economic, social and environmental well-being of the residents, visitors and professionals of the borough.

# Guide to Applicants

Thank you for your interest in working with the City of London Corporation (the City). Please follow the instructions below carefully and we look forward to receiving your completed tender.

## GDPR Privacy Notice

The City of London Corporation is a data controller, and processes personal data in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. For full details of how and why the City of London Corporation processes personal data, please refer to the full privacy notice at [www.cityoflondon.gov.uk/privacy](http://www.cityoflondon.gov.uk/privacy). These privacy notices are layered by department, please see the ‘Chamberlain’s Department’ for the relevant procurement privacy notices. Alternatively, you can request a hard copy. Please direct all data protection queries to the Information Compliance Team at [information.officer@cityoflondon.gov.uk](mailto:information.officer@cityoflondon.gov.uk).

## Scope

The City invites Quotations for the provision of it’s Jumpstart To Success project (funded through the GLA’s UKSPF).

The Jumpstart to Success project is a collaboration between the City of London Corporation’s Adult Skills and Education Service, a selection of London Local Authorities and 2 prospective additional partners. The project will mentor NEET young people aged between 16-24 years old within in the London Boroughs of Islington and Kensington & Chelsea. The project will focus on individually tailored support, building confidence, motivating and personal development, ultimately helping young Londoners into employment, education or training. The project aims to access YP through housing, social /youth offending services, children’s services, and central London Job Centres. Programme targets groups like those from ethnical backgrounds, women, disabled and those significantly impacted by Covid-19.

YP will participate in activities which develop and strengthen their skills, such as coding sessions and hackathons to capitalise on the strengths of those with neurodiverse abilities. Mentors will guide YP on developing pre-employment, interpersonal and life skills and knowledge to move into employment via ‘good jobs’, self-employment and education or training.

The project will offer intensive support for YP affected by Covid-19 lockdowns, both mentally and educationally, including the most socially excluded. Mentors will support YP to access live vacancies, placements and apprenticeships in high growth sectors that interest YP including creative, green and digital through council jobs brokerage partners an apprenticeship provider.

The project will run until the end of March 2025 and the maximum funding value will be a maximum of £100,000 with a £60,000 contract value initially profiled (the remaining £40,000 may be allocated based on performance solely at the discretion of the City of London Corporation).

Payments milestones will be twofold:

Payment 1: £543.00 – claimable upon completion of and evidencing the following for participants:

* Enrolment documentation
* Initial assessment
* Employability support plan
* Participation in support plan activities

Payment 2: £906.00 – claimable upon completion of and evidencing that a participant has successfully entered employment, education or training as a result of the Jumpstart To Success support programme. *Payments will be limited to the first 30 successful outcomes.*

Monitoring will be monthly and payments will be quarterly based on validation and quality assurance of evidence in line with GLA UKSPF specifications.

## Instructions for Completion

Bidders must complete and return their tender using the capitalEsourcing portal (www.capitalesourcing.com).

Please answer every question as requested and in accordance with the guidance notes and information provided.

When prompted to accept our Terms and Conditions (T&Cs), we expect you have read, understood, and are in agreement with the proposed terms. Please note that the City does not allow bidders to amend the T&C’s other than in cases of manifest error in the text or incompatibility of the terms with the procurement at hand. Please note that once the quotations have been returned, no amendments (except as stated previously) will be considered.

All answers and associated attachments must be in English. All specified word counts must be adhered to and any information included over the word count will not be considered.

No other documents, appendices or information (including policies or general marketing literature) should be submitted with the Quotation, other than those specifically requested. Any such information will not be considered. Where diagrams, process maps, drawings etc. are permitted these do not count towards the word limit.

Any communication during the tender **MUST** be via the capitalEsourcing portal. The City reserves the right to disqualify any bidder who communicates outside of the capitalEsourcing portal.

## Timetable

The projected timetable for this procurement is as follows:

|  |  |
| --- | --- |
| **STAGE** | **DATE** |
| Issue Request for Quotation | Friday 19th July 2024 |
| Request for Quotation Deadline | Thursday 25th July 2024 at 12:00 |
| Notification of Outcome | Friday 26th July 2024 |
| Expected Contract Award | Monday 11th August 2024 |
| Expected Contract Start | Monday 11th August 2024 |

This timetable is indicative only. Whilst the City does not intend to depart from the timetable, it reserves the right to do so at any time.

## Requests for Clarification Prior to Submission

Any requests for clarification arising from this RFQ must be submitted via the capitalEsourcing Portal system messaging facility.

The City aims to respond in a timely manner, although may need to request further information in order to respond appropriately. The City reserves the right not to respond to requests for clarification that it considers are unreasonable or irrelevant.

The City will respond via the capitalEsourcing Portal to requests for clarification, where a response is deemed necessary. It is the responsibility of bidders to visit the capitalEsourcing Portal during the tender period to access any requests for clarification and responses that have been posted.

The City will publish on the capitalEsourcing Portal, in an anonymised form, all requests for clarification and responses. The identity of bidders that submit clarification requests will not be disclosed to other bidders on the capitalEsourcing Portal. The content of requests for clarification and responses to requests for clarification will not be treated as confidential by the City if this is not specifically requested by a bidder.

Bidders should clearly identify any requests for clarification (or parts of requests) which they consider to be commercially confidential, stating the reasons why they consider the request to be so. The City will decide at its sole discretion whether or not to accept the bidder's request. If the City does not accept the request for confidentiality, the City will notify the bidder who has made the request, so that the bidder may have the opportunity to withdraw the request. In such circumstances, should the bidder fail to withdraw the request within three working days, the City reserves the right to publish the request and the City’s response to it via the capitalEsourcing Portal.

## Submission

Completed quotations must be returned via the capitalEsourcing system no later than the deadline as set out in the section 2.3 (Indicative Procurement Timetable), unless a revised deadline is communicated to bidders by the City. If a quotation is received after the deadline the City may at its discretion reject the quotation. It is entirely the responsibility of the bidder to ensure that it submits its quotation by the deadline.

If a bidder requires any assistance submitting it’s quotation through the capitalEsourcing Portal system, it should refer to the online Quick Guides & FAQs section available on the capitalEsourcing Portal. It is the responsibility of the bidder to ensure adequate time is allowed especially when uploading large documents on to the tender portal.

Only one quotation is permitted from each bidder. In the event that more than one is submitted by a bidder, the one with the latest time of submission will be evaluated (provided the latest is submitted by the deadline) and the other(s) disregarded.

If a bidder’s quotation contains omissions, the City reserves the right (at its discretion) to disqualify the entire quotation or to seek further clarification regarding the omission. In practice, if there are significant omissions the City is likely to exercise its discretion to disqualify the entire quotation.

Quotations must not be qualified in any way. A qualified quotation may not be accepted on the grounds that it does not constitute a proper offer that the City wishes to consider. The City defines a ‘qualified Quotation’ as a counter-offer or a bid which amends the specification, terms and conditions, and/or any other part of the RFQ documents from what is specified by the City.

# General Conditions and Important Notices

## General Notices

The quotation including price should remain valid for a minimum period of 90 days from the deadline.

Under the contract the City will require compliance with its policies. Bidders are advised to satisfy themselves that they understand and accept all of the requirements of the contract before submitting their Quotation.

The City reserves the right to issue supplementary documentation at any time during the quotation process to clarify any issue or amend any aspect of the RFQ. All such further documentation that may be issued shall be deemed to form part of the RFQ and shall supplement and/or supersede any part of the RFQ to the extent indicated.

It is the bidder’s responsibility to ensure that the RFQ has been completed accurately. All of the information presented will be taken at face value and the City reserves the right to request clarifications.

All documents and quotations must be prepared in the English language. This procurement process and any subsequent contract awarded will be subject to English law and the exclusive jurisdiction of the English courts.

## City’s Right to Reject

The City reserves the right to reject or disqualify a bidder where:-

* a Quotation is completed incorrectly, is materially incomplete or fails to meet the Quotation requirements which have been notified to bidders;
* the bidder contravenes any of the requirements of this RFQ; or
* there is a material and adverse change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the bidder (and/or a member(s) of its consortium).

The disqualification of a bidder will not prejudice any other civil remedy available to the City and will not prejudice any criminal liability that such conduct by a bidder may attract.

## Canvassing

The City reserves the right to disqualify (without limiting the remedies the City may seek, or the other action the City may take) any bidder who, in connection with this RFQ:-

* offers any inducement, fee or reward to any member or officer of the City or any person acting as an adviser for the City in connection with this RFQ;
* does anything which would constitute a breach of a relevant breach of the Bribery Act 2010;
* directly or indirectly canvasses any member or officer of the City in connection with this RFQ; or
* contacts any member or officer of the City prior to contract signature about any aspect of this RFQ in a manner not permitted under the Terms of this RFQ.

## Responsible Procurement and Social Value

The City of London Corporation has a strong commitment to our environment and our diverse communities, both within the Square Mile and the deprived boroughs surrounding the City. Responsible procurement and due regard to equalities issues in service provision play an important role in meeting this commitment.

We recognise that our duty to achieve best value for the City and this requires us to consider and investigate economic, environmental and social aspects and outputs in relation to the purchasing decisions we make. Through our procurement processes and activities we aim to minimise the negative impacts associated with goods, services and works and their associated supply chains and maximise potential benefits including social value. This commitment is regulated in service contracts by the Social Value Act 2012.

For all service contracts with a total contract value of £50,000 and above or works contracts with a total contract value of £400,000 and above the City of London requires a minimum of 10% of the weighting for the technical envelope to be allocated to responsible procurement, incorporating social and/or environmental parameters. All contracts below this value must adhere to the City’s local responsible procurement initiatives. The City of London advocates the use of the Government Buying Standards mandatory and best practice criteria wherever practicable.

Further information can be found on the City of London’s [Responsible Procurement](https://www.cityoflondon.gov.uk/supporting-businesses/tenders-and-procurement/responsible-procurement-and-modern-slavery-statement) webpages.

## Living Wage

The City of London Corporation (the City) operates a [Living Wage Policy](https://www.cityoflondon.gov.uk/supporting-businesses/tenders-and-procurement/living-wage) and is an accredited Living Wage employer. The Living Wage is an hourly rate set independently and updated annually and is calculated according to the basic cost of living in the UK. There are two rates of Living Wage: one for those based in Greater London (London Living Wage) and another rate for the rest of the UK (UK Living Wage).

The current hourly rates for London Living Wage and UK Living Wage are available from the [Living Wage Foundation website](http://www.livingwage.org.uk/calculation).

The City will ensure to the extent permitted by law that any of its directly appointed contractors and their sub-contractors:

* comply with the City’s Policies which include paying, the London Living Wage to those employees, workers or the self-employed based in Greater London and the UK Living Wage to those employees, workers or the self-employed based outside Greater London. This applies to all employees, workers or the self-employed delivering two or more hours of work to the City.
* immediately uplift the amount which it pays to affected employees, workers or the self-employed by the same amount as any increase to the London Living Wage or UK Living Wage, effective the first month following the announcement of the annual uplift. and
* provide to the City such information concerning the application of the London Living Wage as the City may reasonably require from time to time including the completion of an Annual Statement.
* disseminate on behalf of the City to its personnel and sub-contractors’ employees, workers or the self-employed engaged in the provision of the works and services such questionnaires as the City may reasonably require from time to time and promptly collate and return to the City of London responses to such questionnaires; and
* co-operate and provide all reasonable assistance in monitoring the effect of the Living Wage on the quality of service provided under the Contract

The City wishes to determine whether the wage rates to be paid to those employees, workers or the self-employed of the winning bidder who will be engaged in the provision of the services or works, and which have been allowed for within the winning bid, will meet or exceed the current published Living Wage rates. When submitting bids, Bidders must take this into consideration details of actual wage rates and whether these meet or exceed current rates for Living Wage.

Bidders must note that it is the intention of the City not to contract any supplier who does not comply with the Living Wage Policy and Living Wage will form part of the evaluation criteria. The evaluation of tenders, so far as it is affected by wage rates, will be confined to the actual wage rates provided for in the tender.

If the bid information discloses that the bid DOES NOT allow for the Bidder’s employees, workers or the self-employed to be paid wage rates which meet or exceed the current published Living Wage rates, the bid will be disqualified.

## Health & Safety

To ensure compliance with health and safety legislation such as Health and Safety at Work etc. Act 1974, Management of Health and Safety at Work Regulations 1999 and Construction Design and Management Regulations 2015, the City will be looking to contract with suppliers who hold an up-to-date Safety Schemes in Procurement (SSIP) accreditation appropriate for the work being tendered (e.g. Non-construction SSIP for a catering contract).

The SSIP Forum was founded in May 2009 to streamline prequalification and reduce health and safety assessment costs and bureaucracy in the supply chain. SSIP Forum was designed to be proportionate and a cost effective option for small-to-medium enterprises to meet H&S responsibilities.

The SSIP Forum’s member schemes all comply with health and safety core assessment criteria which have been recognised by the HSE. In order to prevent unnecessary cost and bureaucracy in health and safety assessment, all SSIP members have undertaken to mutually recognise each other’s schemes, to the maximum extent.

Bidders must note that it is the preference of the City to contract with suppliers who hold an appropriate SSIP accreditation and this will form part of the evaluation criteria. If the bid information discloses that the Bidder DOES NOT hold an appropriate SSIP accreditation, the bidder will need to complete the City’s Health and Safety Questionnaire. This will be evaluated as a pass/fail section and any bidder’s who fail will be disqualified from the tender process.

For information about SSIP or a list of accepted schemes please visit <http://ssip.org.uk/>.

The City will use the following link to check SSIP information provided by the bidder in the Qualification Envelope; verifying the scheme, scope, and expiry date.

<http://www.ssipportal.org.uk/>

## Electronic Invoicing

The successful Bidder will work with the City to come to a mutually beneficial electronic invoicing solution in accordance with our [E-invoicing Policy Position](https://www.cityoflondon.gov.uk/assets/Business/e-invoicing-policy-position.pdf). As a minimum the City requires invoices to be submitted by email to cityproc.ap@cityoflondon.gov.uk.

## Data Protection

The City of London Corporation is committed to ensuring that it protects the rights and freedoms of all individuals with respect to the personal data it holds about them, whether in their personal or family life, or in a business or professional capacity.

For contracts involving processing personal data, the City of London (as the Data Controller) must undertake due diligence to ensure suppliers have the appropriate technical and organisational measures to comply with the General Data Protection Regulations and to ensure the protection of the rights of data subjects. More information about our [Data Protection Policy](https://www.cityoflondon.gov.uk/about-us/access-to-information/data-protection-policy) can be found on our website. The City is looking to contract with suppliers that have facilities and measures:

* to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services
* to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data
* to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable
* to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place)
* to maintain records of personal data processing activities
* to regularly test, assess and evaluate the effectiveness of the above measures

The bid must certify compliance with the General Data Protection Regulations or the bid will be disqualified. To pass this qualification section the City will look for confirmation of the following information from each supplier:

* A designated Data Protection Officer within the business;
* Compliance Statement detailing your data protection policy and procedures including consent requests, record of processing activity (ROPA), retention, breach reporting, and appointing sub-processors;
* Technical measures ensuring the security of processing; and
* Data Protection training for all staff handling personal data;

Failure to provide evidence of these items in the second question within the qualification envelope will be a fail for this section and a failure of the entire qualification envelope.

## Security Policy – People

The City prioritises the security and protection of its employees, other workers, Members, assets, Intellectual Property, Personal Data and Confidential Information. Security awareness is everyone’s responsibility, and everyone must comply with the City Corporation security policies and instructions.

The City has identified that the Security Policy – People is applicable to the scope of this procurement and would constitute a ‘City Policy’ as defined in the Contract Terms and Conditions. Bidders must note that it is the intention of the City not to contract with any supplier who does not intend to comply with the Security Policy – People. Acceptance of the Terms as part of the qualification envelope will act as an acceptance to comply with this Policy as relates to the ‘Duties of all employees and other workers’.

The [Supplier Information](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.cityoflondon.gov.uk%2Fsupporting-businesses%2Ftenders-and-procurement%2Fsupplier-information&data=01%7C01%7C%7C25fc4fbd47214fc9f32c08d84fec9fb5%7C9fe658cdb3cd405685193222ffa96be8%7C1&sdata=9HsWgcREydVypeCQT34%2Fd4OwU1MtnbqUAoxVZSZjYx0%3D&reserved=0) page on our website includes a copy of the Security Policy – People.

## Conflicts of Interest

The City requires any and all actual or potential conflicts of interest to be disclosed by the bidder and resolved to the City’s reasonable satisfaction prior to entry of any Contract. Failure to declare and/or resolve such conflicts to the reasonable satisfaction of the City could result in the withdrawal of the relevant award of Contract.

## Non-Collusion

The City reserves the right to disqualify (without limiting the remedies the City may seek, or the other action the City may take) any bidder who, in connection with this RFQ:-

* fixes or adjusts the amount of this Quotation by or in accordance with any agreement or arrangement with any other bidder or member of that bidder's consortium (other than a member of its own consortium);
* enters into any agreement or arrangement with any other bidder or member of that bidder's consortium to the effect that he shall refrain from making a Quotation or as to the amount of any Quotation to be submitted;
* causes or induces any person to enter such agreement as is mentioned in either of the two preceding paragraphs or to inform the bidder or member of that bidder's consortium of the amount or approximate amount of any rival Quotation;
* offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Quotation; or
* communicates to any person other than the City the amount or approximate amount of his proposed Quotation (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Quotation).

## Confidentiality

This RFQ has been made available by the City on condition that:

* bidders shall at all times treat the RFQ information as confidential
* Subject to the exceptions referred to below, bidders shall not disclose, copy, reproduce, distribute or pass the RFQ Information to any other person at any time;
* bidders shall not use the RFQ Information for any purpose other than for the purposes of making (or deciding whether to make) a Quotation; and
* bidders shall comply with the specified restrictions on publicity activity within any section of the media or similar.

Where a bidder is a consortium, the bidder shall ensure that each member of their consortium who receives any of the RFQ Information is made aware of, and comply with, the provisions of this section as if they were a bidder in their own right.

Bidders may disclose, distribute or pass the RFQ Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers to the bidder or the bidders' insurers) if either:-

* This is done for the sole purpose of enabling a Quotation to be made and the person receiving the RFQ Information undertakes in writing to keep the RFQ Information confidential on the same terms as set out in this RFQ; or
* The bidder obtains the prior written consent of the City in relation to such disclosure, distribution or passing of the RFQ Information.

The City may disclose detailed information relating to Quotations to the City members, officers, employees, agents or advisers and they may make the Quotations available for inspection by City members, officers, employees, agents or advisers to the City.

The City also reserves the right to disseminate information that is materially relevant to all bidders, even if the information has only been requested by one bidder, subject to the duty to protect any bidder's commercial confidence in its Quotation. Should bidders wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another bidder a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other bidders" and the bidder must set out the reason or reasons for the request for non-disclosure to other bidders. The City will act reasonably as regards the protection of commercially sensitive information relating to the bidder, subject to duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

## Non-Disclosure Agreement

The City may require Bidders to complete a Non-Disclosure Agreement before releasing confidential information relating to the quotation.

## Intellectual Property

The copyright of this RFQ is vested in the City and may not be reproduced, copied or stored in any medium without the prior written consent of the City except in relation to the preparation of a Quotation. All documentation supplied by the City in relation to this RFQ is and shall remain the property of the City and must be returned on demand, without any copies being retained.

## Publicity

Bidders (and all of the members of any consortium) shall not undertake (or permit to be undertaken) at any time, whether at this stage or contract signature, any publicity activity with any section of the media in relation to this Contract other than with the prior written agreement of the City. Such agreement shall extend to the content of any publicity. The word ‘media’ in the context of this paragraph includes, but is not limited to radio, television, newspapers, trade and specialist press, the Internet and email accessible by the Public.

## Accuracy of the RFQ Information and Liability of the City and its Advisors

The RFQ Information has been prepared by the City in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the detailed information contained in this RFQ and should carry out their own due diligence checks and verify the accuracy of the detailed information contained in this RFQ. Nothing in this RFQ is, or should be construed as, a promise or representation as to the future.

This RFQ sets out the City’s current requirements in respect of the contract. In the event of any inconsistency or conflict between this RFQ and any communication previously issued by the City (including any market engagement documentation or sessions), this RFQ will take priority over such communication to the extent of any inconsistency.

Bidders considering entering into a contractual relationship with the City should make their own enquiries and investigations of the City requirements beforehand. The subject matter of this RFQ shall only have contractual effect when and to the extent it is contained in the express terms of an executed contract.

None of the City’s members, officers, employees, agents or advisers make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the RFQ Information or any part of it (including but not limited to loss or damage arising as a result of reliance by the bidder on the RFQ Information or any part of it).

## The Bidding Process and Costs

Any costs, expenses and liabilities incurred in connection with preparation and submission of the Quotation will be borne by the Bidder. The Bidder shall have no claim whatsoever against the City in respect of such costs and in particular (but without limitation) the City shall not make any payments to the successful Bidder or any other Bidder save as expressly provided for in the Contract and (save to the extent set out in the Quotation Documents) no compensation or remuneration shall otherwise be payable by the City to the successful Bidder in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Bidder or otherwise.

## Right to Cancel or Vary the Process

The City reserves the right, at any time and at its discretion to;

* Cancel or withdraw from the procurement process at any stage
* Not to award a contract
* Require a bidder and/or a member(s) of its consortium to clarify their Quotation in writing and/or provide additional information (failure to respond adequately, may result in a bidder not being successful); and/or
* Amend the terms and conditions of the tender process

The City is not liable for any costs or other losses resulting from the cancellation or variation of this process, nor for any costs incurred by organisations by taking part in the procurement process.

## Public Access to Information

The Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Local Government Transparency Code 2015 impose duties of openness on public authorities which will have an effect on how they treat procurement information.

Bidders should satisfy themselves as to the implications of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Local Government Transparency Code 2015, and seek legal advice as necessary.

The City in any event reserves the right to publish the amounts of Tenders and the name of the successful Bidder and to publish such information regarding Tenders as it may be required to publish in accordance with UK or other procurement rules with which the City must comply.

Further information on how the City complies with The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 is available from the City of London [Freedom of Information](https://www.cityoflondon.gov.uk/about-us/access-to-information/freedom-of-information) webpages.

## Transparency Code

The City is committed to being transparent and accountable and the Local Government Transparency Code 2015 imposes duties of transparency and openness on public authorities.

The City publishes information on expenditure over £500 via the City’s website and procurement information on all contracts over £25,000 on Contracts Finder (including commissioned activity, framework agreement or any other legally enforceable agreement). Bidding organisations should be aware that details relevant to the publication of such data may be made publicly available.

Further information on the Transparency Code can be found on the [Government Transparency Code](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/408386/150227_PUBLICATION_Final_LGTC_2015.pdf) webpages.

# Evaluation Methodology and Award

This section outlines the methodology by which Quotations will be evaluated. The outcome of the evaluation will be to select a supplier to enter into the contract with the City. The City does not undertake to accept the lowest or any tender. The City may at its discretion reject a Quotation which is non-compliant with the requirements of this RFQ.

The City intends to award the Contract on the basis of the Quotation which represents the most appropriate partnership for the City in terms of price and quality for the provision of the Services.

[Please select the appropriate evaluation method below and delete the remaining two]

## Best Technical Score

The evaluation will be weighted with 100% of the score allocated to the technical section of the response.

The maximum achievable weighted score is 100.00; please note that percentages used in the evaluation are always rounded to 2 decimal places.

## Best Commercial Response

Not applicable.

## Most Economically Advantageous Quotation

Bidders are required to submit a technical and commercial response. The scoring/evaluation will be weighted as set out below:

|  |  |
| --- | --- |
| **Criteria** | **Weighting (%)** |
| Technical Score Weight | 100% |
| Commercial Score Weight | 0% |

The maximum achievable weighted score is 100.00; please note that percentages used in the evaluation are always rounded to 2 decimal places.

## Evaluation of Technical Envelope [for use with Best Technical Score and Most Economically Advantageous Quotation]

In accordance with the Scoring Matrix outlined below, failure to provide a satisfactory response to any of the questions may result in the City not proceeding further with the Participant in question. The City may seek independent financial and market advice to validate information declared or to assist in the evaluation of responses to this RFQ.

Scoring is assessed using the point scale and criteria in the following table:

|  |  |  |
| --- | --- | --- |
| **Grade** | **Interpretation** | **Criteria** |
| 0 | Unacceptable | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |
| 1 | Poor | Response is partially relevant but generally poor.  The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate required capability and capacity to undertake the Contract. |
| 2 | Adequate | Response meets the requirements of the question is relevant and acceptable. The response provides sufficient evidence of required capability and capacity to undertake the contract but may lack details on how the requirement will be fulfilled in certain areas. |
| 3 | Good | Response performs well against the question showing a good level of relevant evidence of capacity and capability to meet the Contract requirements. The response is sufficiently detailed to demonstrate a good understanding and provides the majority of details on how the requirements will be fulfilled. |
| 4 | Very Good | Response performs very well against the question showing considerable relevant evidence of capacity and capability to meet the Contract requirements. The response is highly detailed to demonstrate a very good understanding and provides full details on how the requirements will be fulfilled. |
| 5 | Excellent | Response performs strongly against the question showing substantial evidence of capacity and capability to meet the Contract requirements which is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides full and well considered details of how the requirement will be met. |

Each member of the evaluation team will allocate a score between 0-5 for each answer, which will then be multiplied by the question weighting to achieve a weighted score for each question for each evaluator. The weighted scores will then be added together to reach a total weighted score for each evaluator. All total weighted scores (by supplier) will then be added together and divided by the number of evaluators to reach a total average weighted score for each organisation.

The scoring weightings for each question in the Technical Response are shown below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Question Number** | **Question** | **Word Count** | **Weighting %** |
| **1** | **Overview** | 300 | 20 |
| **2** | **Quality Assurance** | 500 | 30 |
| **3** | **Delivery Model** | 700 | 40 |
| **4** | **Safeguarding and Other Policies** | 300 | 10 |
| **Total** |  | 1800 | 100% |
|  |  |  |  |

## Evaluation of Commercial Envelope [for use with Best Commercial Response and Most Economically Advantageous Quotation]

Not applicable.

## Award

Following the results of the above evaluation the City will be in a position to provisionally award the Jumpstart To Work project contract to the bidder with the highest final evaluation score subject to the following:

* The bidder’s Quotation will constitute a binding offer on the terms indicated in the ‘Form of Quotation’. That offer will not be considered formally accepted by the City (and the bidder will not formally become the Contractor) until it is issued with a Contract executed by the City.
* Confirmation of the bidder’s status in relation to the information provided and completion of appropriate due diligence.
* Receipt of all necessary evidentiary documentation.
* The funder specific Service Level Agreement requirements detailed on 4.8.

In the event of any material change to any of the information contained in the Quotation between the date of this Quotation and the date that the City informs bidders of whether or not they have been selected, then the bidder shall immediately notify the City in writing of such change.

The City is entitled to revisit the selection and/or evaluation of the bidder, on the basis of any material change that has occurred, and it may exclude the bidder, if necessary, as a result of that process. Final determination of whether or not any change is material is at the City’s discretion.

Please note that The City may ask for a Best and Final Offer before awarding the contract to the winning bidder.

## Notification

Successful and unsuccessful bidders will be notified of the evaluation results through the capitalEsourcing Portal.

## Contract and mobilisation

The City Corporation expects that each bidder who submits a Quotation does so in its own name (e.g. rather than in the name of another group company, or if the bidder is a consortium, in the name of the consortium that was accepted at the Quotation stage). If a bidder is accepted into a contract, the City Corporation would expect that entity to enter into the relevant contract.

Prior to commencement of delivery, and to validate any payments made on this contract:

* a due diligence process will need to be completed and approved by the City Corporation
* a formal Service Level Agreement specific to the funder contractual requirements and the City of London Corporation Adult Skills and Education Service quality and performance expectations will need to be agreed and signed by both parties.
* a profile of delivery will need to be agreed which will be included within the Service Level Agreement
* A cost per unit of delivered service and equality group targets will need to be agreed which will be included in the Service Level Agreement

## 4.9 Commercial Contract Management

The City of London Corporation works closely with their supplier base to build strong, sustainable and healthy relationships in the effort to deliver best value, quality, and innovation. The corporate Commercial Contract Management team has developed a Supplier Performance Scorecard to assess suppliers on key performance measures in line with our strategic aims and corporate policies. The successful bidder will be asked to participate fully with the relevant contract managers to make this contract a success.

For further information about the corporate Supplier Performance Scorecard and our measures, please visit the City of London’s website for information on [Commercial Contract Management](https://www.cityoflondon.gov.uk/supporting-businesses/tenders-and-procurement/supplier-information).