

**Invitation to Tender**

Lincolnshire Open Research & Innovation Centre (LORIC)
Open Data Consultancy Support

**May 2018 – June 2019**

*You are invited to submit a tender proposal*

*for open data consultancy to help support the delivery of agreed LORIC project outputs*

**1. THE LORIC PROJECT**

**1.1. THE OPPORTUNITY**

Bishop Grosseteste University (BGU) are looking for a **data specialist, with knowledge of open data sets**  to work with the LORIC team on a consultancy basis to help support the delivery of agreed outputs associated with the LORIC funding bid.

**1.2. LORIC**Bishop Grosseteste University (BGU) has secured substantial funding (£3.55m) from the European Regional Development Fund to create an exciting, new, Lincolnshire Open Research and Innovation Centre (LORIC) project, based on the principles of Open Research, Innovation and Data.

The LORIC facility will be situated in the St. Hugh’s property on Newport in Lincoln. This listed property is currently undergoing major refurbishment to create a facility fit for purpose and will open its doors for business in July 2018.
LORIC intends to connect the University’s research and innovation teams with private, public and third sector businesses/organisations to work on collaborative innovation projects. The Centre will enable businesses to promote and apply the most effective uses of rapidly expanding **Open Data Research and Innovation** (Open DRI).

LORIC activities are expected to include:

* Connecting research, business, and professional innovators and organisations through effective knowledge networks to develop collaborative innovation projects, with an immediate focus on supporting the needs of Small and Medium Enterprise (SME) businesses/organisations in the Greater Lincolnshire area
* Analysis, interpretation, translation and dissemination of major Open data sets for business use to inform research-led innovation
* Workshops and seminars to promote publically available open data sets and their potential applications
* Innovation projects with single organisations and collaborative groups (such as clusters) to research and develop new solutions which address shared problem and opportunity areas
* Translating HE&RDI into innovation projects, start-up businesses/social enterprises with innovation leadership from graduates as catalysts of change
* Increase investments into research and innovation projects in Lincolnshire from all sources to generate new economic opportunities, employment and businesses

**1.3. CONTRACT PERIOD.**

The duration of this contract will be 14 months (circa 61 weeks), running from the start of ***May 2018*** through to the end of ***June 2019***. It is anticipated that the successful consultant/consultancy will support the project circa two days per week during this period.

**2. CONSULTANCY OBJECTIVES**

The primary focus of the support envisaged is to help provide the LORIC team with the necessary capacity to ensure successful delivery against the agreed outputs in the ERDF funding bid. This will require high level skills in the utilisation of open and big datasets to take forward individual, bespoke, project briefs to help develop innovative applications and solutions for Greater Lincolnshire SMEs.

As well as this primary objective the consultant/consultancy will work closely with the wider LORIC team in pursuit of the following aims:

* To promote and educate clients in the availability and application of open data sets
* To map, access and use open data, big data and citizen-generated datasets, to solve problems and create knowledge-based opportunities through co-innovation with business and community users
* To contribute to educating staff and external stakeholders in data driven methodologies, data handling, management and analysis

The consultancy opportunity is designed to ensure that the LORIC team is able to support potential beneficiaries, whilst the University builds up its own capacity ‘in house’ in the area of open data. The consultant/consultancy will work closely with the Project Manager and Co-ordinator, and alongside an Open Research Fellow and a Data Analyst for the life of the contract.

It is envisaged that beneficiaries will commit to an agreed plan of support, with access to a flexible and bespoke range of services, for a minimum of 12 hours duration, to meet identified needs and objectives. These may include, for example:

* Learning plans with Open Data and training activities
* Data mapping and audit of the business/organisation
* Research packages e.g. market demand; competition/alternatives; intellectual property/patents; demographics etc.
* Identified research, design and innovation projects; these may be with individual or groups of SMEs in collaboration

An office will be provided in the St. Hugh’s office facility should this be required and we envisage providing access to appropriate ‘software’ to support the process and application of large datasets.

**3. THE UNIVERSITY**

An independent Higher Education Institution with over 2,000 students, BGU offers degree level course in a wide variety of subjects. It also provides initial teacher training programmes at undergraduate and postgraduate level, Masters level programmes and doctoral level PhD and EdD programmes. It awards its own taught degrees up to doctoral level.

Founded as an Anglican teacher training college in 1862, the University is still located on its original campus in the historic uphill part of Lincoln, a short walk from the Cathedral and Castle. It remains an Anglican foundation which means it welcomes students of all faiths and none.

The St. Hugh’s (LORIC) facility is situated 500 metres away from the main campus, close to Lincoln’s famous Bailgate, Cathedral and Castle quarter.

For further background on BGU, its programmes, fees etc., please visit the University website at [www.bishopg.ac.uk](http://www.bishopg.ac.uk)

**4. TENDER EVALUATIONS**

**4.1. TENDER DETAILS.**

A Purchase Order will be awarded as soon as reasonably practicable after the evaluation of tenders and any necessary clarifications. Tenderers may be invited to deliver presentations or attend interviews as part of the evaluation process.

***Incomplete tenders may not be considered.***

Tenders must be marked ***“Tender for open data consultancy (LORIC) – DO NOT OPEN”*** and delivered to the postal address below, along with an accompanying electronic version on a USB stick.

***Laura Spencer***

***Innovation Centre Co-ordinator***

***Bishop Grosseteste University***

***Longdales Road***

***Lincoln***

***LN1 3DY***

Tenderers should ensure all documents are received by ***12 noon*** on ***Monday 9th April 2018.***
Tenders received later than this may not be considered.

It is the Tenderer’s responsibility to ensure that their proposal is delivered on time. The University will not accept any costs incurred in the preparation and submission of Tenders.

***The University is not obliged to accept any or all tenders and reserves the right to accept a portion of any tender, unless the Tenderer expressly stipulates otherwise. The University reserves the right to award more than one tender or reject any and/or all.***

**4.2. FORM OF THE TENDER**

The tender should cover three main areas, with the evaluation made accordingly.

***Part 1 – Business Information***

Fully outline background information on the bidding company, including ownership information, date of company creation and at least two references from recent clients. These references should include reference contact details, links to examples of the company’s work and clear evidence of impact.

***Part 2 – Skill Set, Experience & Delivery***

Detail demonstrable experience of working with large scale datasets, and the ability to apply appropriate statistical techniques and analysis to interpret data. Evidence specialist knowledge in Open & Big data quantitative analysis tools. Demonstrable strong IT skills. Evidenced ability to communicate effectively to a wide range of stakeholders as well as a track record of effectively translating ideas into practice through the use of data.

***Part 3 – Price***

The tender submission should include an hourly consultancy and day rate (with confirmation as to whether the contracting organisation is VAT registered), and any ancillary expenses which would be envisaged to be claimed back for the duration of the contract.

Please note that the total amount available for this contract, including all fees and expenses, is £55,000 including VAT. This includes all fees and expenses related to the project.

**4.3. TENDER EVALUATION**

Tenders will be evaluated as follows:

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| --- | --- | --- |
| CRITERIA | NOTES | WEIGHTING |
| **Compliance with the tender brief** | Has the bidding company provided all the information required, and in the correct manner? | Pass / fail |
| **Business Information** | All requirements outlined in the Business Information section above must be complied with – failure to provide evidence will result in a 0% mark. Submissions will be awarded marks for their thoroughness and provision of evidence, rather than quantity of references. | 10% |
| **Skill Set, Experience and Delivery** | We need to engage with a consultant/consultancy that can evidence a track record of working with, and the application of, open data sources, rather than an aspiration to do so. | 60% |
| **Price** | Submissions will be scored on the basis of value for money | 30% |

Once submissions have been reviewed, the University may wish to seek clarification or receive an oral presentation from one or more tenderers. The intention is that a final decision will be made promptly.

**4.4. CONFIDENTIALITY**

All material issued in connection with this invitation to tender shall remain the property of the University and shall be used only for the purpose of this procurement exercise.

The contents of this invitation to tender are being made available on condition that:

* tenderers shall at all times treat the contents of the invitation to tender and any related documents as confidential, save in so far as they are already in the public domain.
* tenderers shall not disclose, copy, reproduce, distribute or pass any of the information to any other person at any time or allow any of these things to happen unless to the tenderer’s advisers or sub-contractors (in which case the person receiving the information should undertake to keep the information confidential on the same terms as the tendered).
* tenderers shall not use any of the information for any purpose other than for the purposes of submitting or deciding whether to submit a tender.
* tenderers shall not undertake any media or publicity activity in relation to the tendering process.
* successful tenderers will be subject to a credit check.

**4.5 FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT**

The University is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (EIR).

* As part of the University’s obligations, it may be required to disclose information concerning the procurement process or the Contract to our funding partners or anyone who makes a reasonable request.
* If Tenderers consider that any information provided in their Tender is commercially sensitive then it should be clearly marked as “Not for disclosure to third parties” together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
* The University will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the University shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The University must make its decisions on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
* The University will not be held liable for any loss or prejudice caused by the disclosure of information that:
1. has not been clearly marked as “Not for disclosure to third parties” with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible; or
2. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would likely to prejudice the commercial interests of an person); or
3. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest t to disclose any such information.

**4.6 PROCUREMENT PROCESS TIMETABLE**

|  |  |
| --- | --- |
| **Event** | **Date** |
| Deadline for queries and questions from tenderers | Monday 9th April 2018 |
| Deadline for the submission of tenders | Monday 9thApril 2018 |
| Evaluation of tenders, interviews, presentations | w/c 9th April and 16th April 2018 |
| Notification to successful and unsuccessful bidders | No later than Friday 20th April 2018 |
| Standstill Period | 10 Calendar days following notification of award |
| Contract Award Date | Friday 20th April 2018 |
| Contract Start Date | Monday 30th April 2018 |
| Contract End Date | Friday 28th June 2019 |

**5. STANDARD TERMS**

**5.1 TERMS OF PAYMENT**

Unless otherwise stated in the Order, the University shall pay the Price of the Goods and the Services within 30 days of receipt of an invoice only if accompanied by a valid Purchase Order supplied by the University before the invoice is raised. It is important to note that invoices sent without a Purchase Order could result in a delay in payment.

**5.2 INDEMNITY & INSURANCE**

The Supplier shall maintain in force for the duration of this agreement adequate public liability and in the case of professional or intellectually based services professional indemnity insurance relating to the provision of Services pursuant to this Agreement.

The Contractor shall indemnify and hold the University harmless from all liability, loss, damage costs, claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal expenses) awarded against or incurred or paid by the University as a result of or in connection with:

* breach of any warranty given by the Contractor in relation to the Goods or Services;
* any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables);
* any liability under the Consumer Protection Act 1987 in respect of the Goods;
* act or omission of the Contractor or its employees, agents or subcontractors in supplying, delivering and installing the Goods;
* any act or omission of any of the Contractor’s personnel in connection with the performance of the Services; and
* any claim made against the University in respect of any liability, loss, damage, injury, cost or expense sustained by the University's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services or the supply of the Goods and/or Deliverables as a consequence of a direct or indirect breach or negligent

**5.3 TERMINATION**

The University shall be entitled to cancel the Order in respect of all or part of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance in which event the University’s sole liability shall be to pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

The University shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

* the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration or goes into liquidation (otherwise that for the purpose of amalgamation or reconstruction); or
* an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier,
* the Supplier ceases, or threatens to cease to carry on business; or
* the University reasonably apprehends that any of the above events is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
* the Supplier commits a material breach of any of the terms and conditions of the Contract.
* The University shall be entitled to refuse to accept any further deliveries of the Goods, or performance of the Services, but without any liability to the University;
* The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the University accrued prior to termination. The Conditions which expressly or impliedly

**5.4 LAW**

The construction, validity and performance of the Contract shall be governed by the Law of England. The Contract shall be deemed to have been made in England and the parties to the Contract hereby submit to the exclusive jurisdiction of the English Courts

**5.5 EQUALITY AND DIVERSITY REQUIREMENTS**

The Supplier agrees to comply with the University’s policies and procedures to prevent unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religion and belief, gender identity, pregnancy and maternity and marriage/civil partnership and to comply with the terms of the Equality Act 2010 and all relevant Human Rights and EU legislation

The Supplier warrants that its own practices and procedures comply with the Equality Act 2010 and all relevant Human Rights and EU Legislation to prevent unlawful discrimination and that its employees are fully trained on matters relating to the prevention of unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religion and belief, gender identity, pregnancy and maternity and marriage/civil partnership. The Supplier will provide a copy of their non-discrimination policy to the University.

The Supplier will provide such information as required by the University in relation to its compliance with anti-discrimination legislation and will co-operate with any investigation by the University or a body empowered to carry out such investigations under the relevant legislation. The Supplier will provide yearly details of all or any discrimination complaints or claims and customer feedback it has received from any employee, consultant, worker, agent, customer or member of the public.

Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Seller, its agents or sub-contractors and where there is a finding against the Contractor in any such investigation or proceedings, the Seller shall indemnify the University with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the University during or in connection with any such investigation or proceedings and further indemnify the University for any compensation, damages, costs or other award the University may be ordered or required to pay to a third party.

**5.6. FORCE MAJEURE**

Neither party shall be liable to the other for any default hereunder where such default is directly or indirectly caused by or arises out of any event beyond its reasonable control. It is hereby agreed between the parties that the mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure. Any claim that any default hereunder shall have been caused by force majeure shall be notified in writing immediately by the party making the claim to the other.

**5.7 PERFORMANCE REVIEW**

Both parties agree to review the performance of the contract one month after written notice of commencement of the contract and then undertake further reviews at three monthly intervals until such time as the University may decide that a review or reviews are inappropriate.

**5.8 ASSIGNMENT AND SUBCONTRACTING**

The Supplier shall not assign the contract in whole or in part of any benefit or interest therein without the prior written consent of the University.

The Supplier shall:

* not sub-contract the whole or any part of the services including sub-contracting for labour only, without the prior written consent of the University. If such consent is given it shall not relieve the Supplier from any liability or obligation under the contract and the Supplier shall be responsible for the acts, omissions, defaults or negligence of any sub-contractor, its agents, servants, or workmen as fully as if they were the acts, omissions, defaults or negligence of the Supplier.
* include in every sub-contract a right for the Supplier to terminate that sub-contract if the sub­contractor fails to comply with applicable law (and a requirement that the subcontractor includes a provision having the same effect in any sub-contract which it awards). Where the University considers there are grounds for the exclusion of a sub­contractor under Regulation 57 of the Public Contracts Regulations 2015 (whether or not the University constitutes a contracting authority under such regulation), then: (i) if the University finds there are compulsory grounds for exclusion, the Supplier shall replace or not appoint the subcontractor; & (ii) if the University finds there are non-compulsory grounds, the University may require Supplier to replace or not to appoint the sub­contractor and the supplier shall comply with such requirement.

If the consent is granted by the University to assign the contract in whole or in part, the Supplier shall ensure that all rights, duties and obligations that the Supplier has under the contract shall be included in any contract that the Supplier has with any sub-contractor.

Should you have any problems or difficulties with this form, or require any further clarification about the project in question, please contact the Interim Project Manager ***by email only***–rob.jones@bishopg.ac.uk