**

**REQUEST FOR QUOTATION**

**PROVISION OF RESEARCH SERVICES**

**SOCIAL VALUE OF MEDAL SUCCESS STUDY**

**February 2017**

# REQUEST FOR QUOTATION

##  Introduction

UK Sport is the trading name of The United Kingdom Sports Council which was established by Royal Charter on 19 September 1996. UK Sport’s mission is to work in partnership to lead sport in the UK to world-class success. UK Sport’s core responsibilities cover high performance sport and supporting sports to bid and staging of major international sporting events. UK Sport is a government agency responsible to the Department of Culture, Media & Sport and invests National Lottery and Exchequer funding in Great Britain’s best Olympic and Paralympic sports and athletes to maximise their chances of success on the world stage.

UK Sport also provides National Lottery Funding to help National Governing Bodies of Sport attract and stage some of the most important international sporting events to the UK. Through the Gold Event Series, UK Sport will support the bidding and staging of major international sporting events up to 2019.

Additional general information about UK Sport can be found at <http://www.uksport.gov.uk>

## Summary of Service

The strategic approach that UK Sport has taken to the development of the high performance system over the last 20 years culminated in record-breaking performances by British athletes at the Rio Olympic and Paralympic Games last summer.

While this success is significant in its own right, it is important for UKS that it is also able to demonstrate the wider impact and value of that success. This task has been given added impetus over the past year by the publication of the Government's sports strategy, Sporting Future - A New Strategy for an Active Nation (2016), which calls on organisations such as UKS and Sport England to show the contribution their work is making to five outcome areas - people’s physical and mental wellbeing; their individual development; community development; and economic development.

It is in this context that UK Sport is inviting proposals for carrying out a comprehensive assessment of the value of Olympic and Paralympic medal success to society. Subject to approval, the final contract may be let directly with the preferred quote with which UK Sport believes it will obtain best value based on the evaluation criteria set out at paragraph 2.11 of this Request for Quotation (RFQ). These documents are being made available on the condition that they are used solely in connection with this RFQ and no other purpose.

It is envisaged that the Services will encompass the Specification of Requirements at Appendix A.

* 1. **Structure of Documents**

The Quotation documents are divided into 5 sections:

* Request for Quotation
* Appendix A: Specification of Requirements
* Appendix B: Pricing Matrix
* Appendix C: Non-Canvassing, Non-Collusion and Non-Corruption Certificate
* Appendix D: Declaration of Criminal Convictions, Tax Affairs and Controversial Situations
* Appendix E: References
* Appendix F: Freedom of Information Form:
* Appendix G: Insurance Policies
* Appendix H: Contract

# QUOTATION REQUIREMENTS

## Timeline

 UK Sport proposes the following timetable for the award of the Contract. This is intended as a guide and whilst UK Sport does not intend to depart from the timetable, it reserves the right to do so at any time:

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Mon 6 February 2017 | Issue of RFQ |
| Thurs 9 February 2017  | Submission of clarification questions |
| Mon 13 February 2017 | UK Sport to issue responses to clarification questions to all bidders |
| **Tues 21 February 2017 (12 noon)** | Deadline for receipt of quotes |
| Friday 24 February 2017 | Completion of Assessment of tenders |
| w/c 27 February 2017 | Notification of successful tenderer/unsuccessful tenderers(nb. UK Sport reserves the right to invite selected bidders to interview should this be considered necessary after bids have been assessed. Subsequent timings may therefore be subject to amendment)  |
| w/c 6 March 2017 | Standstill period |
| w/c 13 March 2017 | Contract commencement date |

## Conditions of Quotation

A bidder requiring clarification of the RFQ must email jerry.bingham@uksport.gov.uk by 5pm on Thurs 9 February 2017.

UK Sport will use reasonable endeavours to answer all written enquiries prior to quotations being submitted. However, UK Sport will not be bound to respond to any request for clarification of the RFQ which are received later than 5pm on Thurs 9 February 2017.

Quotation prices shall be in pounds sterling.

Quotations for the provision of the Services shall remain valid for 30 calendar days and fixed for the duration of the Contract. A quotation expressed to be valid for a shorter period may be rejected by UK Sport.

Quotations are requested by email and post. Postal deliveries must be sent in an unmarked envelope to:

Jerry Bingham

Research Manager

UK Sport

21 Bloomsbury Street, London

WC1B 3HF

Email: jerry.bingham@uksport.gov.uk

The quotation must be received no later than **12 noon on Tuesday 21 February 2017.** Any quotation received after this time will be rejected by UK Sport.

All information contained in this RFQ shall, subject to paragraph 2.6, below be treated by the parties as confidential.

UK Sport reserves the right to discontinue this quotation exercise at any time and/or not to award a contract.

## Costs and Expenses

Bidders are responsible for preparing all information necessary for the preparation of its quotation and all costs, expenses, and liabilities incurred shall be the responsibility of the bidder. Further, it is the responsibility of the bidders to obtain for themselves, at their own expense, any additional information necessary for the preparation of their quotation.

Should UK Sport exercise its discretion to discontinue this quotation exercise then it shall not be liable in any way whatsoever for any costs and expenses incurred by Bidders in submitting their quotes or participating in this quotation exercise.

## Alternative Quotations/ Innovative Quotes

Should Bidders consider that it could offer any advantage to UK Sport, it may submit alternative quotations to the base quotation required by the quotation documents and state the technical and/or economic advantages of such alternative quotations. Alternative quotations will not be considered, however, unless the base quotation is fully or substantially responsive to the requirements of the quotation request documents.

## Changes to RFQ

UK Sport reserves the right to make changes to the RFQ and issue supplementary instructions at any time. Under no circumstances shall UK Sport incur any liability in respect of such events.

## Freedom of Information and Transparency

UK Sport is subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (FOI). If the Bidder consider that any information supplied by them are either commercially sensitive or confidential in nature, this should be highlighted in Appendix E and the reasons for its sensitivity given. In such cases the relevant material will, in response to FOI requests, be examined in the light of the exemptions provided for under FOI.

Bidders shall treat all information supplied by UK Sport in connection with this RFQ as confidential. Information can be disclosed by Bidders insofar as is necessary for the preparation, submission, and evaluation of quotes.

* 1. **Specification of Requirements**

The Specification describes the service or quality standards required to provide the Services. Bidders must detail in full their proposals as to how they will provide the Services described in Appendix A.

## Completion of the Price Schedule

Bidders must fully complete the pricing schedule in Appendix B. Any additional works services the Bidder wishes to add to the quotation must be highlighted in a separate matrix. Where applicable, any maintenance or ongoing costs over the life of the contract should also be identified and added into the final contract price.

All prices submitted shall be in pounds sterling, excluding VAT. Due to the nature of the services sought travel, delivery costs and any other expenses are excluded.

Unless otherwise stated, payment frequency will be in accordance with the Contract.

## References

Please identify two referenced and contacts where you have provided a similar service in Appendix E. If Bidders are able to give a public sector reference then they are encouraged to do so. References will not be included in the evaluation of the quote.

## Contract

The offer made by the Bidder is intended to be made in strict accordance with the Contract in Appendix H.

Save as provided under paragraph 2.4 UK Sport reserves the right not to accept “conditional quotations”.

Bidders must confirm they adhere to the Contract provided.

## Evaluation; Comparison of Quotations and award

UK Sport will carry out a detailed bid evaluation after the closing date for receipt of bids. Bidders will be evaluated on the basis of the most economically advantageous offer to UK Sport against the following weighted factors:

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Criteria** | **Score (Max 5)** | **Weighting** | **Score x Weight** |
| * Understanding of UK Sport’s requirements and consequent clarity and feasibility of the project plan
 |  | 25% |  |
| * Technical expertise, experience and knowledge of staff, particularly in regard to carrying out literature reviews, statistical analysis of datasets and social return on investment assessments
 |  | 30% |  |
| * Ability/capacity to carry out/manage public surveys
 |  | 15% |  |
| * Ability to communicate evidence effectively to optimise its influence on policy and practice
 |  | 20% |  |
| * Project management arrangements
 |  | 10% |  |
|  **Total** |  | 100% |  |

70% of the maximum weighted score will be available from the assessment of the quote against the quality criteria shown above. The remaining 30% will be available from the assessment of price.

The winner will be Bidder with the highest score against the above criteria.

* 1. **The Bid Evaluation Scores**

The response to each evaluation question will be awarded a score of between 1 and 5 according to the scale in the table below. The weightings set out in the table above will then be applied to each question. For clarity, proposals that meet the UK Sport’s requirements as set out in the RFQ would be awarded a score within the range 3-4. Tenderers can gain scores of 5 on the evaluation scoring scale below by providing innovative submissions that exceed UK Sport’s core expectations as expressed in the Specification. UK Sport encourages Bidders to present innovative pricing and methods of service delivery that will add value to the Services, such proposals are likely to attract the highest scores.

 The basis for the scoring of Quotations will be in accordance with the following scale:

|  |  |  |
| --- | --- | --- |
| **1** | **Unsatisfactory** | A response that completely or almost completely fails to address the elements of the criterion. Such a response would normally evidence no strengths of any kind and many significant weaknesses and/or deficiencies. In general, the response would be described as unsatisfactory or without merit. |
| **2** | **Marginal** | A response that addresses a few elements of the criterion. Such response would normally be evidenced by few if any strengths, many significant weaknesses, and present a low level of successful performance expectation. In general, the response would be described as faulty or substandard. |
| **3** | **Satisfactory** | A response that adequately addresses the elements of the criterion. Such a response would normally be evidenced by few if any significant strengths, few if any significant weaknesses, offsetting strengths and weaknesses, and present a moderate level of successful performance expectation. In general, the response would be described as suitable or sufficient. |
| **4** | **Very Good** | A response that addresses a majority of the elements of the criterion. Such a response would normally be evidenced by significant strengths, few if any significant weaknesses, and present an above average level of successful performance expectation. In general, the response would be described as conscientious, competent or complete. |
| **5** | **Excellent** | A response that addresses all elements of the criterion in an exceptional manner. Such a response would normally be evidenced by significant strengths, no significant weaknesses, and present a high level of successful performance expectation. In general, the response would be described as excellent or superior. |

1. **QUOTATION REQUIREMENTS**
	1. The RFQ requirement to the evaluation criteria are set out below. Bidders are required to respond to ALL of the RFQ requirements set out below. To assist UK Sport's evaluation of a Quotation, please ensure Quotes clearly cross-refer to the RFQ requirements set out below. Any relevant supporting documentation must also be clearly identifiable by the evaluation criteria number.
	2. **Instructions for completing Quotations** – please ensure these are followed:

Bidders are required to provide information about its history; strategy; corporate structure; departments & teams and key staff leading their Tender. This information is not subject to a word count limit.

Except to assist with proposals for the commercial sponsorship offer, please do not provide any corporate marketing material along with Quotations.

When providing examples, Bidders must demonstrate knowledge and understanding of delivery of this type of work across comparable sectors. The examples must also demonstrate where the Bidders have provided delivery to organisations similar to UK Sport.

Where Bidders include examples, where possible, fresh examples for each criteria are preferred by UK Sport. It is not acceptable to repeat the same example.

1. **ACCEPTANCE AND REJECTION OF QUOTATIONS**
	1. **Acceptance of Quotation**

Following evaluation of quotations, the selection of a preferred Bidder shall be subject to a 7 day standstill period.

Until the formal signing of the Contract together with the formal letter of acceptance shall constitute a legally binding contract which shall commence on the day after the 7 day standstill period has ended. The 7 day standstill period shall commence from the date notification to the successful Bidder.

After the 7 day standstill period has elapsed, UK Sport will request the successful Bidder to sign the contract. Failure to comply with UK Sport’s requests to promptly sign the contract under will amount to a breach of contractual obligation and UK Sport will accordingly be entitled at its sole discretion to withhold payment until such time as a formal contract is properly signed by the successful Bidder.

* 1. **Rejection of Quotation**

UK Sport will reject any quote submitted by a Bidder who has:

1. made a misleading or false declaration in any of the Tender Forms. Bidders must read the Declaration of Criminal convictions, Tax Affairs and Controversial Situations carefully and immediately inform UK Sport if they are having difficulty completing it.
2. Directly or indirectly canvassed any official of UK Sport concerning the submission of any bid or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Bidder or bid submitted by any other Bidder.
3. Has fixed or adjusted the prices in their bid by or in accordance with any agreement or arrangement with any other person.
4. Communicates to any person other than UK Sport the amount or approximate amount of the price shown in its bid, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Bid or for the purposes of insurance.
5. Enters into any agreement with any other company, firm or individual so that the other company, firm or individual refrains from submitting a Bid or limits or restricts his price or anything similar.
6. Makes or offers to make any type of payment or gift to any UK Sport employee or member or to anyone else whether or not the person is directly connected to UK Sport directly connected with this procurement.
7. The Bidder shall have offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the procurement. The word “Bidder” for these purposes shall be deemed to include any and all persons employed by the Bidder or who are purporting to act on the Bidder behalf whether the Bidder is aware of their acts or not.

In the context of Appendix D: Declaration of Criminal Convictions, Tax Affairs and Controversial Situations please note:

Bidders will be excluded from the tender 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 tenderers 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 Bidders have answered “yes” to question 2 of the declaration 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, Bidders may still avoid exclusion from this Tender if only minor tax or social security contributions are unpaid or if a Bidder has not yet had time to fulfil your obligations since learning of the exact amount due. If a Bidder is in that position please provide details using a separate document. Bidders may contact UK Sport for information about how to do this before completing this form.

UK Sport reserves the right to use its discretion to exclude a Bidder where it can demonstrate the Bidder’s non-payment of taxes/social security contributions where no binding legal decision has been taken.

**APPENDIX A**

**UK SPORT BID SPECIFICATION**

**THE SOCIAL VALUE OF MEDAL SUCCESS**

Introduction and background

1. UK Sport (UKS) is the nation’s high performance sport agency. The strategic approach it has taken to the development of the high performance system over the last 20 years culminated in record-breaking performances by British athletes at the Rio Olympic and Paralympic Games last summer. Great Britain became the first host nation in history to better both its Olympic and Paralympic medal haul at the next Games, and finished in second place on both medal tables with 214 medals overall and 255 medallists. 214 medals represented Great Britain’s best ever overseas combined Olympic and Paralympic medal haul.
2. While this success is significant in its own right, it is important for UKS that it is also able to demonstrate the wider impact and value of that success. This task has been given added impetus over the past year by the publication of the Government's sports strategy, *Sporting Future - A New Strategy for an Active Nation (2016),* which calls on organisations such as UKS and Sport England to show the contribution their work is making to five outcome areas - people’s physical and mental wellbeing; their individual development; community development; and economic development.
3. It is in this context that UK Sport is inviting proposals for carrying out a comprehensive assessment of the value of Olympic and Paralympic medal success to society.

Scope and methods

1. We anticipate that the kind of assessment we are seeking should consider the impact of medal success on four broad groups or sectors of society – individuals, communities, business and Government.
2. As far as individuals are concerned, we believe that the impact of success is likely to manifest itself in terms of what might broadly be called ‘the feel-good factor’; new or increased sports participation, potentially leading to a range of other wellbeing benefits; and motivation in other areas of life. For communities, we believe that there could be a sense of inspiration and pride from a connection with a medalling athlete(s) or with an elite training hub that is based in or near the community. For businesses, the impact is likely to derive from consumer expenditure associated with new or increased sports participation; while, for Government, the impact may be felt, again largely as a consequence of sports participation, through increased tax receipts and potential savings in relevant areas of social policy such as health care and crime prevention.
3. In developing their proposals, bidders will be expected to explain the approach they will take in relation to each sector:
* to assess the extent of the impact that derives from medal success; and
* to produce a financial valuation of that impact.
1. We are aware of existing work to value the wellbeing impacts of sport (eg. Fujiwara et al (2014)) and to calculate the social return on investment in sport in England (eg. Davies et al (2016)); while this study may well build on those earlier pieces of work, it differs from them in terms of its focus on medal success; in terms of its desire to consider the full range of impacts and benefits that success may bring; and in terms of its UK-wide rather than England-only scope.
2. We are aware, too, that the rationale for this study relies to a considerable extent on the premise that there is a relationship between high performance sport and people’s participation in sport and physical activity. It is generally acknowledged that the evidence concerning this relationship is, at best, mixed, and we will be looking to the successful bidder if possible to improve our understanding of this critical area. We anticipate that bidders will wish
* to carry out a review of the literature in this respect
* to analyse existing datasets that may contain information about the public’s engagement with the Olympic and/or Paralympic Games and sports participation
* to carry out some new research exploring these issues
1. As far as a literature review is concerned, there are two new reviews that bidders may wish to take into account. First, Sport England recently commissioned OPM to undertake a Sport Outcomes Evidence Review to examine the contribution of engagement in sport and physical activity (participating, volunteering and spectating) on the five outcome areas flagged in *Sporting Future*. Supplementing this piece of work, UK Sport subsequently commissioned a review of the evidence concerning the impact of major sports events in relation to the same outcome areas. UK Sport should be able to make the latter review available to the successful bidder; meanwhile the Sport England review is due to be published shortly. Another relevant piece of work that UK Sport has commissioned recently is the construction of a Sport Satellite Account for Olympic and Paralympic sport; this should also be available in early summer.
2. As regards the secondary analysis of data, we believe that there may be mileage in examining sources such as such as the British Household Panel Survey (BHPS), Understanding Society and the DCMS’s Taking Part survey. In addition, UK Sport carried out its regular pre and post-Games public attitude surveys around Rio 2016, and the data from those surveys are also available for inspection. Among other things, ‘Sporting Preferences’ asked the public:
* about the extent to which they followed the Games on TV or other media;
* about the extent to which felt inspired to do sport or recreational physical activity more frequently as a result of watching the Games
* whether they had actually increased their participation in sport as a result of watching the Games
* a range of questions, also being used in Taking Part and Sport England’s Active Lives survey, designed to assess their subjective wellbeing.

Whether reviewing existing literature or data or in carrying out new research, bidders are asked to consider the relative impact and value of medals won in different sports and disciplines.

Timetable and outputs

1. The key milestones for the pre-project timetable are as follows:

|  |  |
| --- | --- |
| Tues 21 Feb 2017 | Return of proposals |
| Fri 24 Feb 2017 | Assessment of proposals completed  |
| w/c 27 Feb 2017 | Contract awarded/inception meeting |
| w/c 6 Mar 2017 | Standstill period |
| w/c 13 Mar 2017 | Contract commencement |

1. We would expect the project to be completed within six months and for final reports to be submitted before the end of September 2017 at the latest. Within this envelope, we are happy for bidders to propose timings that they consider will be appropriate to support the programme of work set out in their bid.
2. We do not wish to be prescriptive either about the outputs to be produced: again, these will depend on the scope and content of bidders’ proposals. That said, in the event that bidders decide to carry out a review of relevant literature or analyses of relevant datasets, then we would expect to receive separate reports of these exercises ahead of any final report. In bringing together the various strands of the project, we would also anticipate the final report:
* including some clear statements or recommendations about the quantification of the medal effect; about new survey instruments that we should consider using in this respect in the future; and/or about the use of existing survey instruments that we may previously have overlooked as relevant sources of evidence
* recommending the application or development of a social impact measurement tool that will be capable of make a realistic valuation of the medal effect in the future
* setting out details of the relative impact and value of medals won in different sports and disciplines

Project management

1. The project will be managed on a day-to-day basis by Jerry Bingham, (Research Manager), who will be the first point of contact for the appointed contractor. Overall responsibility for the project will be held by Vanessa Wilson (Director of Commercial and Communications).

Bidding requirements

1. Interested bidders are invited to submit to UK Sport:
* A clear explanation of the approach to be used in the project, with particular attention being paid to the two key aims set out in paragraph 6 above.
* Details, including relevant experience, of the key personnel to be involved in the project.
* Cost estimates for undertaking the key phases of the project as proposed in their bid. These estimates should be set out on the schedule of rates forms enclosed within this ITQ.
1. Organisations wishing to bid for this work should send their proposals by 12 noon on Tuesday 21 February 2017 to:

Jerry Bingham

Research Manager

UK Sport,

21 Bloomsbury Street

London WC1B 3HF

Email: jerry.bingham@uksport.gov.uk

Tel: 020 7211 5119.

**References**

Davies, L. et al (2016) *Social Return on Investment in Sport: A participation wide model for England. S*heffield Hallam University

Fujiwara et al. (2014) *Quantifying and Valuing the Wellbeing Impacts of Culture and Sport.* DCMS

# APPENDIX B – Pricing Matrix

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|   | **Staff 1 (days)** | **Staff 2****(days)** | **Staff 3** **(days)** | **Staff** **4****(days)** | **Total** **Days** | **Cost (£)** |
|  | Insert name or role | Insert name or role | Insert name or role | Insert name or role |  |  |
|  |   |   |   |   |   |   |
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| Total Days |  |  |  |  |  |  |
|   |  |  |  |  |  |  |
| Daily Rate | £ | £ | £ | £ | £ |  |
|   |  |  |  |  |  |  |
| **Cost** | **£** | **£** | **£** | **£** | **£** |  |
|   |   |  |  |  |  |  |
| Total staff time | £ |  |  |  |  |  |
| Expenses (Post/phone/SMS/travel/ accommodation etc) | £ |  |  |  |  |  |
| **Total Cost** | **£** |  |  |  |  |  |

The above matrix provides a tabulated format for Bidders to submit their prices. The matrix can be completely changed or headings deleted as appropriate to the quote. All requirements should be listed and the quantity/number of days should be specified if applicable. Prices can be shown in any format as long as it is clear, comparable with other quotes and easy to evaluate.

**APPENDIX C**

**THE UNITED KINGDOM SPORTS COUNCIL**

**Commercial & Communications Directorate**

PROVISION OF RESEARCH SERVICES

**NON-CANVASSING, NON-COLLUSION OR NON-CORRUPTION CERTIFICATE**

The essence of a formal selection process is that UK Sport receives bona fide proposals from all Bidders.

In recognition of this principal we the Bidder [Insert Company Name] certify that this is a bona fide proposal. We have not fixed or adjusted the submission by or in accordance with any agreement or arrangement with any other person or party.

We also certify that we have not done and we undertake that we shall not do at any time before the hour and date specified for the return of this submission any of the following acts:-

1. Directly or indirectly canvassed any official of UK Sport concerning the acceptance of this or any other tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning this or any other tender.
2. Communicate with any other person other than the person calling for the submission except where the disclosure of information is necessary to obtain insurance.
3. Enter into any agreement or arrangement with any person that he shall refrain from making a submission.
4. To offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person related to this submission;
5. made or offered to make any type of payment or gift to any UK Sport employee or member or to anyone else where or not the person is directly connected to UK Sport directly connected with this Tender exercise; or
6. offered or given or agreed to give any officer or member of UK Sport any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the tendering procedure.

Dated this……………………….day of……………………………………………2017

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**APPENDIX D**

**THE UNITED KINGDOM SPORTS COUNCIL**

**Commercial & Communications Directorate**

PROVISION OF RESEARCH SERVICES

DECLARATON OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS

**TO:** The United Kingdom Sports Council (‘UK Sport’):

1. We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby declare that, within the past five years, our 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:

|  |  |
| --- | --- |
| **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. |  |  |
| (j) any offence under section 1, 2 or 4 of the Modern Slavery Act 2015 |  |  |

1. We also declare we are not subject to any a judicial or administrative proceedings or decisions 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 our organisation is established (if outside the UK), that our organisation is in breach of obligations related to the payment of tax or social security contributions.

|  |
| --- |
| **Non-payment of taxes or social security contributions**If you are subject to judicial or administrative proceedings or decisions having final and binding effect, please provide further details in this box. Please also use this box 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.  |

1. We also declare, that within the past three years, none of the following controversial situations have applied, or currently apply, to our organisation.

|  |  |
| --- | --- |
| **Controversial Situations** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions in the jurisdiction of England & Wales, Scotland or Northern Ireland as amended from time to time;
 |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of England & Wales, Scotland or Northern Ireland;
 |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition;
 |  |  |
| 1. your organisation has a conflict of interest (see note below) that cannot be effectively remedied by other, less intrusive, measures;
 |  |  |
| 1. the prior involvement of your organisation in the preparation of this procurement procedure has resulted in a distortion of competition, that cannot be remedied by other, less intrusive, measures;
 |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
 |  |  |
| 1. your organisation—

(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
|  (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Dated this……………………….day of……………………………………………20[…]**

**Signature………………………position in company………………………………….**

**Name of Company………………………………………………………………………….**

**Conflicts of interest**

In accordance with question 3 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

# APPENDIX E – References

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contract Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contract Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

**APPENDIX F**

**THE UNITED KINGDOM SPORTS COUNCIL**

**Commercial & Communications Directorate**

PROVISION OF RESEARCH SERVICES

**BIDDERS STATEMENT IN RELATION TO THE FREEDOM OF INFORMATION ACT 2000**

*Bidders are required to read the following and complete the table below and sign/date the document*

We have read and understand paragraph 2.6 of the RFQ for the Services and acknowledge that UK Sport has obligations in relation to Freedom of Information.

In accordance with the provisions of sections 41 and 43 of the Freedom of Information Act and the Environmental Information Regulations 2004 (‘The Acts’) we wish/do not wish to request an exemption for the information provided to UK Sport in preparation and completion of our tender for redevelopment of the Site with UK Sport.

We understand that Section 41 of the Act provides an absolute exemption for disclosure of information held by a public authority, which would constitute an actionable breach of confidence.

We further believe that disclosure of the information referred to in Table 1 after the contract is awarded would, or is likely to, prejudice our commercial interests under section 43 of the Act. In particular, the disclosure of this information would be likely to weaken our position in a competitive environment by revealing market-sensitive information or information of potential usefulness to our competitors.

During the course of the tender process all the information provided to UK Sport by us under Table 1 is provided in confidence up to the date of the award of the Contract by UK Sport.

If we are awarded the contract we ask that the information in table 1 be put in a confidential and commercially sensitive schedule to the contract.

Table1: Section 41 - confidential and Section 43 - commercially sensitive information

|  |  |  |
| --- | --- | --- |
| **Exemption(s) claimed** | **Information** | **Minimum Period of exemption** |
| Section41  |  |  |
| Section 41 |  |  |
| Section 41 |  |  |
| Section41 |  |  |
| Section 43 |  |  |
| Section 43 |  |  |
| Section43 |  |  |

If for any reason UK Sport considers releasing any of the above confidential or commercially sensitive information, we ask in the first instance that you contact [name of Bidder’s representative]. This will enable us to review the nature of the material under consideration for release, and also provides the opportunity to support UK Sport in its decision whether or not to disclose the information.

We will use all reasonable endeavours to review the commercial sensitivity of the information and inform UK Sport (in writing) whether or not we agree that the information should be released within 3 working days of receiving the request.

Dated this……………………….day of……………………………………………2017

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

**APPENDIX G**

**THE UNITED KINGDOM SPORTS COUNCIL**

**Commercial & Communications Directorate**

PROVISION OF RESEARCH SERVICES

**CONFIRMATION OF EMPLOYERS AND PUBLIC LIABILITY INSURANCE**

**TO:** The United Kingdom Sports Council (‘UK Sport’):

1. This form is to assure UK Sport that attached Employers Liability Insurance holds *[Insert Bidders Name]* covered throughout the Contract Period in respect of any damage or compensation payable at law in respect of any accident or injury to any employee or other person in the employment of the *[Insert Bidders Name ]* or their Agent.
2. This for is to assure UK Sport that the attached Public Liability Insurance holds [*Insert Bidders Name* ] covered throughout the Contract Period against any accident, damage, loss or injury which may occur to any property or to any persons by or arising out of the performance of the Services under the Contract without limiting [*Insert Bidders Name* ] obligations and responsibilities. The terms of the insurance include an indemnity to principal’s clause whereby in the event of any claim, in respect of which [[*Insert Bidders Name*] would be entitled to receive indemnity under its insurance policy being made against UK Sport, [Insert Bidders Name] insurers will indemnify UK Sport in like manner against such a claim and any costs, charges and expenses in respect thereof.

Dated this……………………….day of……………………………………………2017

Signature………………………position in company………………………………….

Name of Company……………………………………………………………………………

# APPENDIX H – Contract

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