****This matter is being dealt with by: **Rebecca Polson & Emma Menmuir**

Telephone**: 0845 600 3660 / 01209 617 835**

Email: **emma.menmuir@unlocking-potential.co.uk**

**INVITATION TO QUOTE – SUMMATIVE ASSESSMENT**

Cornwall College Further Education Corporation (herein after referred to as the College) wish to invite you to provide a quotation to provide the College’s requirement detailed in Part 1 of this document.

Your quotation must be submitted on Part 2 of this document and returned by email to **emma.menmuir@unlocking-potential.co.uk** to be received no later than **5 December 2018** and indicate all discounts thereby showing the total cost inclusive of VAT. **Any quotation submitted after the time and date specified will not be considered and will be rejected.**

The College does not bind itself to accept the lowest or any quotation and each item will be considered as constituting a separate offer.

**You are also required to complete the Pre-Qualification Questionnaire (PQQ) as appended to the rear of this Invitation to Quote (see Appendix A). The completion of this PQQ is mandatory; failure to answer all questions and/or failing to return it with your invitation to quote response will constitute a fail, and therefore exclusion from this project.**

**TREATMENT OF SUPPLIER SUBMISSION**

In order to reflect the requirement identified the College shall use the following award criteria; weightings and methodology to evaluate and accept the most economically advantageous quotation

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| --- | --- |
| **Award Criteria** | **Weighting %** |
| 1. **Price** | 20 |
| 1. **Quality split into the following sub-criteria:** 2. Method statement or delivery plan. 3. Experience of Supplier’s individual/team to perform the Services. 4. Added value and quality assurance | 40  20  20 |

The College shall use the following approach to evaluate the award criteria:

**Price**

Suppliers are asked to note the following:

* the College has allocated a **maximum budget of £20,000 inclusive of VAT** for these Services.
* should a Supplier’s Price exceed the College’s maximum budget the Supplier’s quotation will be awarded a fail and the remainder of the Supplier’s quotation will not be evaluated.

The Supplier that provides the lowest Total Price shall receive the maximum percentage score available for Price, all other Supplier’s will be scored relative to the lowest Total Price in accordance with the following equations:

Lowest Total Price

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x Weighting % = Supplier’s Price Score.

Supplier Total Price

**Quality**

The College shall use the following scoring system to evaluate each quality award criteria:

|  |  |
| --- | --- |
| **Guideline for evaluation** | **Score** |
| Response completely fails to meet the required standard or no response provided. | 0 |
| Response falls short of achieving the required standard in a number of identifiable respects. | 1 |
| Response meets the required standard in most material respects, but is lacking or inconsistent in others. The assessment indicates the Supplier has demonstrated, with some reservations, their ability to provide the goods and services being assessed | 3 |
| Response meets the required standard in all material respects and the assessment indicates the Supplier has demonstrated their ability to provide the goods and services being assessed. | 5 |

The College shall apply the quality score to create the Supplier’s final quality score in accordance with the following equation:

Supplier’s quality score

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x Weighting % = Supplier’s Quality score.

Maximum quality score

The College shall then add the price score to the quality score to determine the Supplier’s final score and define the most economically advantageous quotation.

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| **PART 1 - COLLEGE’S REQUIREMENT** |
| **Specification / Description of requirement** |
| 1. **Introduction**   This quotation request is being issued by Cornwall College to appoint an organisation or suitable experienced collaborative team (coordinated by a designated lead organisation and working with a consistency of approach) to undertake a European Regional Development Fund Summative Assessment of the Unlocking Innovation Potential (‘UIP’) Project.  This evaluation will demonstrate the relevance and consistency, progress, delivery and management, impacts and value for money.   1. **Background to the College’s Requirement**   UIP is a 3 year, £4.7m initiative, providing focused support to SMEs with potential for growth through innovation across Cornwall and the Isles of Scilly (‘C&IoS’). It is part funded by the European Regional Development Fund (‘ERDF’).  Cornwall College has an ERDF 2014-2020 contract with the Ministry of Housing, Communities and Local Government (‘MHCLG’) to deliver UIP within C&IoS.  UIP is delivering against Priority Axis Three (Enhancing the Competiveness of Small and Medium Enterprises (‘SME’), Investment Priority 3d, of the England Programme. Priority 3d relates to ‘Supporting the capacity of SME to grow in regional, national and international markets and to engage in innovation processes’.   * Details of the England ERDF Operational Programme 2014-2020 can be found [here](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/453888/England_ERDF_operational_programme_FINAL_140815.pdf). * The strategy adopted by the C&IoS Integrated Territorial Investment Fund can be found [here](https://www.cioslep.com/assets/file/Cornwall%20and%20IOS%20ITI%20Strategy.pdf). * The Evidence Base report that informed the C&IoS Integrated Territorial Investment Fund framework can be found [here](https://www.cioslep.com/assets/file/Archive/1_CIoS_RDI_Evidence_Base.pdf).   UIP has been created to improve productivity, deliver economic growth and social benefit by stimulating and supporting early entry Research, Development and Innovation (‘RD&I’) activity within the C&IoS SME sector.  The programme provides tailored support through a three tier approach, delivered in accordance with the SME progress and demonstration of innovation potential:   1. Engaging eligible organisations through access to industry experts at targeted events that inspire and motivate SMEs to participate in RD&I activities 2. Developing through collaborative networks of peers and leaders that explore development and innovation challenges and opportunities 3. Delivering technical, collaborative and physical solutions assisted by grants, knowledge exchange and work placements   For more information, please see [www.unlocking-potential.co.uk/existing-business/future-focus](http://www.unlocking-potential.co.uk/existing-business/future-focus)  The project is being led by Cornwall College (‘CC’) and delivered in partnership with the University of Exeter (UoE).  The following ERDF outputs are contracted:   * 550 Enterprises receiving support (ER/C/O/01) * 144 Enterprises receiving grants (ER/C/O/02) * 382 Enterprises receiving non-financial support (ER/C/O/04) * 43 New enterprises supported (ER/C/O/05) * £826,290 of Private investment matching public support to enterprises (grants, ER/C/O/06) * 120 Employment increase in supported enterprises (ER/C/O/08) * 32 Enterprises supported to introduce new to the firm products (ER/C/O/29)  1. **Description of the Services required**   The work is to undertake a Summative Assessment of UIP, in accordance with the subsequent suggested stages. Please note that these stages are indicative, and any project plan will be assessed through the tender process and delivery is not tied to the following milestones as they will be agreed between Cornwall College and the successful Supplier:  Stage 1: Initial Formative Evaluation   * Review and update of the summative assessment plan. * Determining the appropriate impact assessment method. * Develop data collection tools and templates for the delivery team to support the evaluation.   Stage 2: Interim Evaluation  Stage 3: Final Summative Assessment report   * Impact and additionality evaluation. * Forecast of the expected lifetime overturn of the programme. * Final report consistent with the summative assessment report summary template.   During the contracted period, the successful Supplier will have to provide templates for data collection as well as provide ongoing support to the Cornwall College delivery team between the stages.  The following resources will be provided to the successful Supplier:   * Access to / time with Cornwall College team * Access to / time with UIP Delivery Partners * Access to / time with direct beneficiaries * Access to / time with any other person / party deemed appropriate * Introductions to industry partners * Introductions to stakeholders   The following documentation will be made available to the successful Supplier:   * ERDF application form (supplied with the Grant Funding Agreement). * ERDF financial claims and progress reports. * Draft Summative Assessment plan and logic model.   As part of the funding agreement, Cornwall College will deliver a ‘Summative Assessment’ (evaluation) of the project. There is specific Summative Assessment guidance (published by the MHCLG):   * [European Regional Development Fund 2014 to 2020 summative assessment guidance](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/642135/ESIF-GN-1-033_ERDF_Summative_Assessment_Guidance_v1_updated.pdf) * [European Regional Development Fund 2014 to 2020 summative assessment appendices](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/637146/ESIF-GN-1-034_ERDF_Summative_Assessment_Guidance_Appendices_v1.pdf)   Please Note: the guidance is subject to change and suppliers will be expected to monitor this and comply with the latest ERDF guidance during the commission.  The summative assessment should cover at least the following five key themes:   * The relevance and consistency of the programme. * The progress of the project against contractual targets. * The experience of delivering and managing the project. * The economic impact attributable to the project. * The cost-effectiveness of the project and its value for money.   **Services Term**  The Supplier is required to provide the Services over a 7 month period commencing in January 2019 so that Services are completed by the 31 July 2019, subject to any Project Change Request. Please explain in Supplier Submission (Part 2 section 2.1) any reasonable changes to these dates.  **Anticipated Services Timescales**  Initial Formative Evaluation 7 February 2019  Interim Evaluation 31 May 2019  Summative Assessment Report 31 July 2019\*  (\*potential extension TBC)  **Deliverables**  We expect the appointed Supplier to provide the following deliverables – or equivalent – as per the Services required above:   * Formative evaluation plan, including a review of the logic chain model and the summative assessment plan as well as tools for monitoring the outputs * Interim evaluation including a review of the project progress against targets and processes implemented following the formative evaluation stage * Final Summative Assessment report (including an executive summary for dissemination)   **Experience of Supplier’s individual/team to perform the Services**  In order to provide the Services, the Supplier shall provide the provision of an appropriately qualified individual or experienced team. The Supplier’s team member(s)delivering the Services shall be required to demonstrate that they are able to meet the College’s minimum standard which are as follows:   * Current and relevant track record of working with summative assessments especially for Priority Access Three and familiarity with early innovation intervention within the SME sector; * That the team members providing the Service have the experience and resources, available to them; * To be available for an immediate start.  1. **Anticipated Tender Timescales**   ITQ made available to Bidders 5 November 2018  Date to submit questions/clarifications (if needed) 15 November 2018  Answers to questions/clarifications published 22 November 2018  Deadline for receipt of Invitation to Quote 5 December 2018  Notification of Presentations 7 December 2018  Presentation Stage 12 - 18 December 2018  Preferred Bidder chosen (subject to contract) 19 December 2018 |
| **College – Terms and Conditions** |
| **Double-click** to open Terms and Conditions (PDF document) |

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| **PART 2 - SUPPLIER SUBMISSION** | | |
| **No** | **Description** | |
| 1 | **Price – 20% Weighting**  Provide a price schedule below to confirm the Total Price to provide College’s requirement detailed in Part 1.  Suppliers are asked to note the following:   * the College has allocated a **maximum budget of £20,000 inclusive of VAT** for these Services. * should a Supplier’s Price exceed the College’s maximum budget the Supplier’s quotation will be awarded a fail and the remainder of the Supplier’s quotation will not be evaluated. | |
| **Supplier Submission** | |
| 2.1 | **Quality – Method statement/delivery project plan – 40% Weighting**  The Supplier is required to provide a method statement confirming how they intend to provide the requirement detailed in Part 1, which must address all issues detailed in Part 1.  Potential suppliers are encouraged to propose and justify a range of methods (where appropriate) to evaluate the programme. Methods must be in line with industry recommended best practise for this nature of assessment, such as theory-based and/or counterfactual impact evaluation, or other industry-recognised or innovative methods.  Potential suppliers are expected to include a degree of programme beneficiary interviews and case studies to ensure meaningful and relevant information and conclusions. Responses must show compliance with General Data Protection Regulations in relation to confidentiality and use of business and personal data. | |
| **Supplier Submission** | |
| 2.2 | **Quality – Experience of Supplier’s individual/team to perform the Services – 20% Weighting**  The College considers that the quality of the supplier assigned to deliver the Services will have a significant impact on the level of performance of the contract, as such the College may in accordance with 67(3) (b) of the Public Contract Regulations 2015 take into account the organisation, qualification and experience of staff assigned to performing the contract as an award criteria.  The Supplier is required to provide a statement and supporting information (i.e. CV’s of Suppliers team; examples of similar projects that have been successfully implemented within the last three years; examples of templates, evaluations and reports, and value-added services) to demonstrate that the Suppliers proposed individual or team meet the College’s minimum standard which are as follows:   * current and relevant track record of working with summative assessments especially for Priority Axis Three and familiarity with early innovation within the SME sector; * that the team members providing the Service have the experience and resources, available to them; * be available for an **immediate** start. | |
| **Supplier Submission** | |
| 2.3 | **Quality – Quality assurance and value-added services – 20% Weighting**  Ways in which the Supplier will demonstrate:   * its proposed project timescales (as based on the information in Part 1, section 3) demonstrating how it will meet the requirements and highlighting any potential delays envisaged; * the potential risks and means of mitigation associated with gathering and evaluating information from a diverse and disparate range of actual and potential beneficiaries, intermediaries, communities and stakeholders; * how it can further support UIP, its project partners and stakeholders engage with and understand the needs of early innovation within the SME sector. | |
| **Supplier Submission** | |
| 3 | **Declaration**  I/ We the undersigned do agree to supply the Services at the prices quoted above and in accordance with the College’s Terms and Conditions which have precedence over all others.  I/ We declare that to the best of my knowledge the answers submitted (and any supporting documents) including the answers to the Pre-Qualification Questionnaire are correct, and I/ We understand that the information will be used in the evaluation process to assess my organisations suitability for the requirement. | |
| Supplier Name: |  |
| Address: |  |
| Contact: |  |
| Telephone No: |  |
| Position: |  |
| Email address: |  |

**Appendix A: Pre- Qualification Questionnaire – Summative Assessment**

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| **Pre-Qualification Questionnaire** | | |
| **Section 1 – Company Information** | | |
| This question is for information only however it *must* be completed in full. Where sections do not apply, Tenderers should indicate that this is the case and why. This question should be completed by the Tendering Organisation and any Relevant Organisations (if applicable).  **Full Trading Name** | | |
| **Correspondence Address** | | |
| **Telephone Number** | | |
| **Email Contact Address** | | |
| **Main Contact of the Tendering Organisation responsible for representing the Tenderer in all dealings of a contractual nature once the contract has been awarded.**  Name  Position  Address  Telephone  Mobile (optional)  E-Mail | | |
| **Internet Website Address** | | |
| **Registered Office Address (if different from above)** | | |
| **Date Established** | | |
| **Type of Organisation** (e.g. Private, Private Limited Company, Partnership, Local Authority, Voluntary Body, and Registered Charity) Please provide details of the organisation's structure. | | |
| **Company Registration Number:**  **Date of Registration:** | | |
| **VAT Registration Number:** | | |
| **Ownership**  If your company is owned by a parent company, please identify the name of the parent company and clearly identify the relationship. | | |
| **Please confirm whether your Organisation is considered to be one of the following.**  *Double-click in boxes to check relevant box*  Micro enterprise – Staff < 10, Turnover < €2 million, Balance sheet < €2 million  Small enterprise – Staff < 50, Turnover < €10 million, Balance sheet < €2 million  Medium sized enterprise – Staff < 250, Turnover < €50 million, Balance sheet < than €43 million  Large sized enterprise – Staff >250, Turnover > €50 million, Balance sheet > than €43 million  **This question is to enable the gathering of data on the Suppliers providing Goods and Services to Cornwall College** | | |
| If your Organisation is owned/run by any of the following, please tick relevant box  BME (Black, ethnic, community/voluntary group)  Community Interest Companies (CIC)  Companies owned or managed by women  Owned or run by Disabled People  Other (please specify)  **This question is for information to gather data for Cornwall College** | | |
| Cornwall College would like to understand how and where Tenderers find advertised opportunities. This will enable the College to target our tender advertisements to potential Tenderers.  Please enter where you saw this tender opportunity being advertised.  **Pro-Contract (Due North)**  **In-tend**  **Contract Finder**  **Other (please detail) ………………………..** | | |
| **Section 2 Grounds for Exclusion [‘Pass’ / ‘Fail’]** | | |
| You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).  If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact Cornwall College for advice before completing this form.  ***All of the questions in Section 2 are Pass/ Fail – if the Tenderer responds “Yes” to any of these questions, this may constitute a “Fail”/*** | | |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978 |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009; |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **2.2 Non-payment of taxes**  **Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |
| **Section 3: Economic and Financial Standing** | **Tenderer’s Response** | |
| **A. Creditsafe – score**  Cornwall College may run a Creditsafe financial check on Tendering organisations and take a considered view on the likelihood of business risk and failure. Tenderers with a Creditsafe Failure rating of 50 or less will be requested to provide further information / clarifications.  For businesses not covered by the Credit Safe report, these businesses will be requested to supply a minimum of 3 years accounts / or as trading history if 3 years of accounts are not available.  The following financial ratio will be used to access business risk and failure for those business not covered by a Credit Safe report.  Current Ratio: = Current Assets / Current Liabilities  Cornwall College may request further clarification on any Creditsafe Failure rating.  ***Pass/ Fail – In the event that a Tenderer achieves a Credit Safe Failure rating of 50 or less this may constitute a ‘Fail’.*** | Your organisation consents to a Creditsafe Check | |
| **B - Insurance**  Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £5,000,000 Professional Indemnity Insurance = £1,000,000 (minimum) Product Liability Insurance = £1,000,000 (minimum)  ***Pass/ Fail – These are the minimum insurance threshold. If a Tenderer is unable to satisfy this minimum threshold (or commit to obtain the relevant insurances), this will constitute a fail.*** | Yes  No | |
| **Section 4: Legislative Compliance** | **Tenderers Response** | |
| **A – Compliance with equality legislation**  For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | |
| 1. In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?  ***Pass/Fail – In the event that a Tendeer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| 2. In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  **You may be excluded if you are unable to demonstrate to the satisfaction of Cornwall College that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| **B - Environmental Management** | | |
| Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?  If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  **Cornwall College will not select Tenderers that have been prosecuted or served notice under environmental legislation in the last 3 years, unless Cornwall College is satisfied that appropriate remedial action has been taken to prevent future occurrences or breaches.**  ***Pass/Fail – In the event that a Bidder answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| **C - Health and Safety** | | |
| 1. Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.  ***Pass/Fail – In the event that a Tenderer answers ‘No’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| 2. Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  **If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a consequence.**  **Cornwall College will exclude Tenderers that have been in receipt of enforcement or remedial action orders unless the Tenderer(s) can demonstrate to Cornwall College’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question; this may constitute a ‘Fail’*** | Yes  No | |
| **Section 5: Conflicts of Interest** | | |
| 1. Do any potential conflicts of interest exist between this work, any senior member of your company or any member of Cornwall College?  **If the answer is ‘Yes’ consideration will be given to the conflicts, the potential impact on the Contract or the procurement and how this can be managed in order to protect all parties. Should there be a conflict that, in Cornwall College’s opinion, could not be suitably managed then this would constitute a ‘Fail’.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | If yes, please provide details | |
| **Section 6: Termination** |  | |
| Has your Organisation ever had a contract terminated as a result of non-compliance or non-performance within the last three years? This section only applies to termination of a contract relevant to the services/goods required to be provided as part of this Contract.  **If the answer is ‘Yes’, please provide details of such termination. Consideration will be given to the reasoning behind the termination. Cornwall College will excluded tenderers who cannot reasonably demonstrate that appropriate remedial action has been taken to prevent similar circumstances arising and resulting in termination of any contract awarded as a result of this procurement.**  ***Pass/Fail – In the event that a Tenderer answers ‘Yes’ to this question, this may constitute a ‘Fail’*** | Yes  No | |
| **Section 7: Terms and Conditions** |  | |
| Cornwall College Terms & Conditions shall apply to this contract which are available to view within this Invitation to Tender document.  If there are specific clauses which cannot be agreed to, please set these out in the space provided and provide an explanation.  Please note that doing this does not guarantee Cornwall College’s acceptance to vary terms and conditions. Cornwall College reserves the right to disqualify tenderers who do not agree to Cornwall College’s Terms & Conditions.  ***Pass/Fail – In the event that a Tenderer is not willing to accept Cornwall College’s Terms and Conditions, this may constitute a ‘Fail’.*** | **Please indicate that you are tendering in agreement of these terms by checking the box** | |
| **Section 8: Data Protection Legislation & General Data Protection Regulation (GDPR)** | | |
| New data protection legislation came into effect during 2018, which aims to protect the privacy of all EU citizens and prevent data breaches. It will apply to any public or private organisation processing personal data. Established key principles of data privacy remain relevant in the new data protection legislation but there are also a number of changes that will affect commercial arrangements with suppliers.   * Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation (GDPR) and to ensure the protection of the rights of data subjects. * Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation (GDPR) and to ensure the protection rights of data subjects. Your response should include, but should not be limited to 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; and   + to regularly test, assess and evaluate the effectiveness of the above measures.   Cornwall College whilst evaluating Tenderers responses to this question, may undertake due diligence to ensure they are satisfied that the Tenderer can provide such protective measures appropriate to the nature and risk of the processing.  ***Pass/Fail – In the event that a Tenderer answers ‘No’ to this question, this may constitute a ‘Fail’.*** | Yes  No | |
| **Section 9: Modern Slavery Act** |  | |
| * The Successful Tenderer shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and * The Successful bidder presents and warrants that neither the bidder nor any of its officers, employees or other persons associated with it:   + has been convicted of any offence involving slavery and human trafficking; and   + to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; * The Successful bidder shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains. | Yes  No  Yes  No | |