

## 1 Introduction

### 1.1 Invitation to Tender for IIIP Summative Assessment

You (hereafter referred to as "the Supplier") are invited to submit a proposal for the provision of the above goods/services to Durham University (hereafter referred to as "The University").

### 1.2 Contents

Please note the questionnaire is divided into a number of tabs which you can navigate across. A brief description of each is found below. Please note all tabs must be completed but it is recommended you first review the AoS tab and any exclusion criteria to determine whether you can meet the University's requirements before you start to complete your response.

#### Intro

##### Introduction

The Intro tab provides information on how the tender is structured and how it will operate including the timetable, evaluation criteria and contact point for queries.

#### Form

##### Form of Proposal

The Form tab seeks confirmation on the legal aspects of your response including compliance with relevant T&Cs, law, anti-bribery, accuracy of information and organisational status.

#### Fin

##### Financial Information

The Fin tab requires you to upload a financial extract of accounts for the last three years of trading along with answering supporting questions around financial governance.

#### Ins

##### Insurance

The Ins tab seeks confirmation on your insurance policies and the current limits you have place.

#### E&D

##### Equality and Diversity

The E&D tab seeks clarification on what policies you have in place to ensure Equality and Diversity for all within your workplace environment.

#### AoS

##### Appropriateness of the Solution

The AoS tab contains all relevant information relating to the specification or requirement. Where appropriate you may be required to submit case studies in support of your submission and answer any supplementary questions in support of your understanding of the specification and any deliverables.

#### Price

##### Pricing Proposal

The Price tab allows you to submit a pricing proposal based on the specification / requirements described under AoS.

#### Submit

This is the final tab to submit your response. You can amend and resubmit your final response at any time while the Event is open.

### 1.3 Reserve of Right

The University does not undertake to accept the lowest proposal, or any proposal under this exercise, and reserves the right to accept a portion of any proposal, unless the Supplier expressly stipulates in their response. The University reserves the right to award more than one contract in relation to the requirement.

### 1.4 Size of Contract

Any contract values or purchase quantities indicated in the specification are not guarantees of commitment by the University and are shown for budgetary purposes only.

The University has taken the decision not to divide the contract into lots as the requirement is for a single solution and does not lend itself to lots.

### 1.5 Return of Proposal and Closing Date

It is the Supplier's responsibility to ensure that your proposal is received by the University within the timescale permitted. Responses must be returned using the acquire system and final responses submitted before the event closes. Returns submitted by post, facsimile or e-mail will not be accepted unless the Supplier is advised otherwise.

**Note a countdown to the closing date is shown above.**

### 1.6 Timetable

#### Timetable

Activity	Dates
Tender Issue Date	14/12/2020
Cut-Off Date For Seeking ITT Clarifications	08/01/2021
Tender Closing Date	12 noon on 21/01/2021
Evaluation Period	21/01/2021 to 27/01/2021
Award Contract	01/02/2021
Commencement Meeting	08/02/2021

**PLEASE NOTE THAT THE UNIVERSITY CLOSSES FOR CHRISTMAS ON 18 DECEMBER 2020 AND DOES NOT RE-OPEN UNTIL 9AM ON 04 JANUARY 2021**

**THERE WILL BE NO SYSTEM SUPPORT OR CLARIFICATION RESPONSES AVAILABLE DURING THIS TIME.**

## 1.7 Acceptance

The University will assume that submitted responses have been completed by individual(s) with the appropriate level of responsibility to act on behalf of their organisation. Any reference to 'you' or 'your' throughout the questionnaire and supporting documentation will refer to your organisation and not you as an individual. The University will notify the successful and unsuccessful supplier as soon as it is reasonably practical.

## 1.8 Support, Guidance and Clarifications

Support and guidance is available from the Procurement Service should you require it. This event is being managed by Lyndsay Glasper, Senior Category Manager, and if you are experiencing any difficulty regarding completion of the event or you have any queries of a technical nature please submit your response via the messaging tool on the application. To send a message click on the 'Communication' tab above but please note if you are in the process of completing your questionnaire then **you must save your response before accessing the 'Communications' tab.**

Please note that the University's response to any queries or clarification request may, at the University's discretion, be circulated to all parties, however, the University will not provide the name of the supplier that raised the original query.

Where the clarification is relevant to all parties it will added to a clarifications log, which we be uploaded to the 'Header' tab. You will be sent a message to inform you the clarifications log has been updated and that the latest version is available for you to download.

Any query must be received prior to the clarification cut-off date stated in the timetable above. Queries submitted after this date are not guaranteed a response.

If you need to speak to Lyndsay, she can be contacted on 0191 334 4530.

## 1.9 Corporate, Social and Environmental Responsibility (CSER)

It is strongly recommended that you review the University's Responsible Procurement Notice prior to completing the event. This notice is available online at: <https://www.dur.ac.uk/procurement/suppliers/cser/>

## 1.10 Evaluation Criteria

Commercial information supplied in the event will be assessed to ensure compliance.

The proposal and pricing elements will be evaluated to determine the most economically advantageous offer. The proposals will be assessed upon the suitability of responses to the outlined requirements, within the following questions: 33, 34, 35, 36, 37, 55 and 56

### 1.10.1 Exclusion Criteria

There are a number of areas within the event where exclusion criteria are applied. All exclusions are shown in **red** and it is recommended you review the exclusions prior to completing the event.

Exclusion criteria is assessed in one of the following two ways and the method applied is detailed within the Evaluation Criteria document:

#### Pass/Fail

Where you have been asked a direct question your answer will either be acceptable (pass) or unacceptable (fail).

#### Assessment

Where your answer requires the University to assess the information provided. Upon assessment the response will be deemed to be either acceptable or unacceptable.

**Note you will be excluded from the process if you fail to answer or do not comply with any of the exclusion criteria.**

### 1.10.2 For Information Only Questions

The University requires some additional information regarding the way your organisation operates but the answer to these questions are not deemed to affect your ability to perform the contract. These questions will state they are for information purposes only.

### 1.10.3 Financial Standing

You are required to provide an extract of your accounts for the past three years of trading. Although your financial information will not be scored, an assessment of your finances will be undertaken with the aid of an evaluation tool using accounting ratios. If we deem the outcome to be unsatisfactory, we reserve the right to not consider your proposal. The following ratios will be calculated to give an indication of financial health/stability.

- Working Capital
- Capital Employed
- Net Profit (after tax)
- Net Profit Margin
- Current (Liquidity) Ratio
- Quick Ratio
- Gross Profit Margin
- Return on Capital Employed
- Capex (as % of Revenues)
- Debtor Collection Period
- Creditor Collection Period

The successful supplier may be required to provide The University with a suitable performance indemnity, either in the form of a Parent Company Guarantee or Surety Bond. Suppliers are required to submit your proposals for ensuring compliance with this requirement and are requested to provide this further on in the questionnaire. You may be asked to clarify parts of your finances following our assessment.

#### 1.10.4 Clarification Interview

Interviews may be required to clarify aspects of suppliers' written response and to gain a better understanding of their approach. Interviews are not scored or weighted as separate evaluation criteria. The information gained from the interview will determine the accuracy of the original score and where appropriate the score will be adjusted (up or down).

#### 1.10.5 Tied Evaluation

Where two or more suppliers are ranked in first place with tied scores to 2 decimal places, the score for the highest weighted evaluation criteria section will determine the successful supplier. If the scores for the highest criteria section are tied the second highest criteria section will be used, the process will be repeated until a successful supplier is identified.

### 1.11 Supporting Documentation

There are a number of areas within the questionnaire where supporting documentation is required in order to evidence the answers you have provided, for example providing copies of insurance certificates to confirm level of liability.

You will be notified after the closing date if the University requires you to provide such supporting documentation and a deadline will be given.

If you fail to provide the supporting documentation your response will be deemed non-compliant and will result in exclusion from the procurement exercise.

### 1.12 Answering Questions

In order for evaluators to easily find all documents relevant to a question, it is vital that you adhere to the instructions given here. Please note within your response the names of any additional files provided in response to the question, and when uploading additional files, ensure the filenames are prefixed with your organisation's name, followed by the question number (e.g. 6, 7 etc.), followed by a brief document description.

**Organisation name – question number – document description**

Naming the files in this way will enable all files relevant to each question to be easily located and presented to evaluators.

Please do not include general marketing or promotional material, either as answers to any of the questions, or for any other reason. It will not be used in the evaluation.

### 1.13 Submission

You may build your submission over the course of the event and revisit your response as many times as you wish. You must push the "Save" button each session to store any data entered. Once your questionnaire is complete please ensure you push the "Submit" button prior to the deadline or your response will not be accepted. Navigating away from this page prior to pushing the "Submit" button will result in you losing any data entered for that session. Where instructed to attach documents please "upload" these documents onto the system. Attachments are to be concise and only provide the necessary information to answer the question. Please do not upload sales or promotional material that has not been requested.

### 1.14 Withdrawal process

If you have chosen to withdraw from the procurement process please notify the University using the messaging tool. Please provide a brief explanation as to why you no longer wish to take part. Once you have notified the University of your withdrawal you will be removed from the event so that you do not receive any further communication.

### 1.15 Award Notification

Prior to any award, final checks will be carried out on the successful supplier(s). Failure to pass these checks will prevent that supplier from being appointed to the contract.

All suppliers, whether successful or unsuccessful, will be notified in writing of the outcome of the evaluation process. The feedback will summarise the relative advantages of the winning bid(s).

## 2 Form of Proposal

### 2.1 Criminal Offences

The exclusion questions within this section are Pass/Fail. For a definition of this please refer to paragraph 1.10.1 of this document.

Please answer all of the questions. If the Supplier has been convicted of any of the following offences and/or any questions in this section are left unanswered then your bid will not be considered. Please note where you are not governed by UK law the equivalent law in the country/state in which you are registered will be applicable.

1. Within the last 5 years has the Supplier or its Directors or any other person who has powers of representation, decision or control of the economic operator been convicted of any of the following offences: .

- The offence of conspiracy (where that conspiracy relates to participation in a criminal organisation) e.g. committed an offence under Article 2(1) of Council Joint Action 98/733/JHA.
- The offence of corruption e.g. committed an offence under section 1 of the Public Bodies Corrupt Practices Act 1989 or section 1 of the Prevention of Corruption Act 1906.
- The offence of bribery.
- The offence of terrorism or offences linked to terrorism.
- The offence of financing terrorism.
- The offence of child labour or human trafficking.

- ☐ Yes - convicted
- ☐ No - not convicted

2. Within the last 3 years has the Supplier or its Directors or any other person who has powers of representation, decision or control of the economic operator been convicted of the offence of fraud in terms of:

- The offence of cheating Her Majesty's Revenue and Customs (HMRC).
- The offence of conspiracy to defraud.
- Convicted of fraud or theft e.g. guilty by the England and Wales Theft Act 1968 and the Theft Act 1978.
- Convicted of fraudulent trading e.g. convicted within the meaning of section 458 of the England and Wales Companies Act 1985.
- Convicted of defrauding HMRC e.g. convicted under the England and Wales Customs and Excise Management Act 1979 and the Value Added Tax Act 1994.
- An offence in connection with taxation e.g. an offence under the European Community within the meaning of section 71 of the Criminal Justice Act 1993.
- Destroying, defacing or concealing of documents or procuring the extension of a Valuable security e.g. an offence under the meaning of section 20 of the England and Wales Theft Act 1968
- The offence of money laundering e.g. an offence under the meaning of the Money Laundering Regulations 2003.

- ☐ Yes - convicted
- ☐ No - not convicted

3. Has the Supplier been convicted of any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant EU State or if the supplier does not reside in an EU State then the equivalent law in the state/country in which the Supplier is registered.

- ☐ Yes - convicted
- ☐ No - not convicted

If you have answered YES to any of the above questions please provide details of the conviction and the steps you have taken to remedy the wrong and to prevent a reoccurrence of the offense.

### 2.2 Terms and Conditions

The exclusion question within this section is Assessment. For a definition of this please refer to paragraph 1.10.1 of this document.

Please note this tender and any contract that may arise as a result shall be based upon the response set forth in this questionnaire, and will be subject to the attached Agreement for the Supply of Goods and the Provision of Services to the University of Durham (the "Agreement").

In the event that you do not accept any provision in the Agreement exactly as is drafted, you must expressly indicate, within a separate document uploaded below, that you do not accept the provision and provide alternative language, along with full justification for any requested change.

Any changes submitted in any alternative format to those outlined above shall not be considered. All changes proposed as set out above will be reviewed and considered by the University prior to award, however acceptance of any proposed change shall be made at the sole discretion of the University.

Please Note:

- Any request for change to any provision of the Agreement which is not addressed at this stage, fully in accordance with the instructions set out above, will not be open for negotiation at any stage
- The University will deem any alternative wording, including that suggested, recommended or proposed as set out above, as reflecting your final position in regards to compliance with that provision.

A document named 'RFQ20-017 Contract.pdf' has been attached to this question by the event owner

4. Please confirm whether you have uploaded any suggested changes in a separate document as requested above.

- ☐ Yes - tracked changes uploaded

### 2.3 Anti-Bribery

The exclusion question within this section is Pass/Fail. For a definition of this please refer to paragraph 1.10.1 of this document.

Please download and review the attached Anti-Bribery Policy.  
*A document named 'AntiBriberyPolicyCouncilJuly2011.pdf' has been attached to this question by the event owner*

5. Please confirm that your organisation agrees that your employees and any sub-contractors, agents or any other third party working on behalf of your organisation will adhere to the Bribery Act 2010 and University Anti-Bribery Policy?

☐ Agree

## 2.4 Accuracy of Information

The exclusion question within this section is Pass/Fail. For a definition of this please refer to paragraph 1.10.1 of this document.

6. Please confirm that all of the information contained in your proposal is true and accurate and that the prices quoted in this tender are valid and open to acceptance by the University for a period of 60 days from the tender closing date?

☐ Agree

Please note that the University reserves the right not to accept the lowest or any proposal.

## 2.5 Bona Fide

The exclusion questions within this section are Pass/Fail. For a definition of this please refer to paragraph 1.10.1 of this document.

7. In recognition of the principles of fair and open competition does your organisation agree that:

- This is a bona fide competitive proposal.
- The price in this proposal has not been fixed, or adjusted, in accordance with any agreement or arrangement with a third party.

☐ Agree

8. Does your organisation agree that you have not and will not:

- Communicate the price in this proposal to a third party.
- Enter into an agreement or arrangement with a third party so that they shall refrain from submitting a proposal.
- Enter into an agreement or arrangement with a third party to affect the price included in any proposal to be submitted.
- Offer or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any third party for doing or causing the sort of act described above.

☐ Agree

## 2.6 Organisational Details

9. Please provide the following information:

Full title of Organisation	
Person Responsible for Proposal	
Telephone Number (for point of contact)	
Email (for point of contact)	
Name of Immediate Parent Company (if applicable)	
Name of Ultimate Parent Company (if applicable)	
Company Registration Number (if applicable)	

10. What is the trading status of your organisation

If other, please provide details below.

11. Does your organisation form part of a wider organisation structure?

☐ Yes

☐ No

If yes, please select your organisation type from the drop-down list:

Please Select...

If your organisation forms part of a wider organisation structure, please state the name(s) of these organisations and which of your policies are determined by you and which apply to all firms/organisations within the wider organisation structure:

### 3 Financial Information

#### 3.1 Financial Extract of Accounts

The exclusion question within this section is Assessment. For a definition of this please refer to paragraph 1.10.1 of this document.

12. Please provide an extract of your organisation's accounts using the Excel spreadsheet below. If your most recent accounts are in the process of being reviewed by an auditor please include the figures from the unaudited accounts, this will enable the University to review your most recent accounting information. (Copies of published accounts are not an acceptable alternative to completing the table).

When completing the table please note:

- Figures entered **must** be written in sterling (GBP).
- Do **not** include pound signs (£) or pence.
- Do **not** use abbreviations such as M, K etc.
- Do **not** use commas to separate numbers e.g. 64589.
- Minus figures **must** be preceded with the minus sign opposed to presenting in brackets e.g. -15682.
- Figures entered **must** be for the accounts of the organisation taking part in the tender exercise. For clarity; the figures of a wider organisation such as a parent company or a group are not to be used.

A document named 'Financial\_Extract\_of\_Accounts.xls' has been attached to this question by the event owner

13. Please confirm you have completed and re-uploaded the Financial Extract of Accounts using the below upload icon.

☐ Yes

☐ No

14. Please provide any additional supporting information below such as Director's comments in support of the financial extract of accounts supplied. Please ensure that any comments provided are clearly identified by the full name and position of the individual within the company and the date these were recorded in the financial accounts.

#### 3.2 Financial Governance

15. Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?

☐ Yes

☐ No

If the answer to the above question is no, what were the reasons, and what has been done to address this?

16. Has your organisation met all its obligations to pay its creditors and employees during the past year?

☐ Yes

☐ No

If the answer to the above question is no, please give the reasons why:

17. Please provide below details of your bankers who could provide a reference:

Name	
Branch	
Contact details of your banker	

18. Are you a subsidiary of a parent company?

☐ Yes

☐ No

If you are a subsidiary please confirm that, should you be successful, you will arrange for the parent company to complete and return the attached 'Parent Company Guarantee' document. Please note; the contract will **not** be awarded until a completed document is returned.

☐ Yes

☐ No

☐ N/A

A document named 'Parent Company Guarantee - Template.doc' has been attached to this question by the event owner





## 4 Insurance

### 4.1 Limits of Insurances

Please provide details of your organisation's insurance policies.

**Note that completion of this section is compulsory and that the University will not award a contract until this information is submitted.**

19. If you do not require certain insurance policies/covers please provide details:

If you do require policies/covers you **must** answer the following questions.

20. Please complete the table below providing details of your Insurance levels, note that the University's minimum required levels of cover are included. All limits must be provided in GBP.

Insurances

Cover Type	Minimum Indemnity Requirement (GBP)	Current level of indemnity (GBP)	Policy start date (dd/mm/yyyy)	Policy end date (dd/mm/yyyy)	Name of Insurer
Employers Liability	10000000				
Public and Products Liability	5000000				
Professional Indemnity	2000000				

21. For information only - Should you currently not meet the minimum levels of indemnity, as indicated above, for any of the policies, would you be prepared to increase your insurance cover to the level required?

☐ Yes

☐ No

You may be required to provide a covering letter from your broker/insurer confirming the policies you have in place, clearly showing the current indemnity limits and the policy start and end dates.

Please note; if you do not provide the required documentation, when requested, your response will be deemed non-compliant.

### 4.2 Policy Wording

#### 4.2.1 Employers Liability

22. Is an "Indemnity to Principal Clause" included under the employers liability cover?

☐ Yes

☐ No

23. Do you have any special clauses or exclusions applicable to the performance of the contract.

☐ Yes

☐ No

If you answered yes to the above please provide details of any special clauses or exclusions.

#### 4.2.2 Public and Products Liability

24. Is an "Indemnity to Principal Clause" included under the public and products liability cover?

☐ Yes

☐ No

25. Do you have any special clauses or exclusions applicable to the performance of the contract.

☐ Yes

☐ No

If you answered yes to the above please provide details of any special clauses or exclusions.

#### 4.2.3 Professional Indemnity

26. Is an "Indemnity to Principal Clause" included under the professional liability cover?

- ☐ Yes
- ☐ No

27. Do you have any special clauses or exclusions applicable to the performance of the contract.

- ☐ Yes
- ☐ No

If you answered yes to the above please provide details of any special clauses or exclusions.

#### 4.2.4 Sub-contractors

28. Please confirm that all suppliers and sub-contractors engaged by ourselves on contracts attributable will have Public Liability cover in force with a minimum limit of indemnity of £5,000,000.

- ☐ Yes
- ☐ No
- ☐ N/A

If the answer to the above question is no, please give the reasons why and detail what limit they have in place.

## 5 Equality and Diversity

29. Is it your policy as an employer to comply with your statutory obligations under the Equality Act 2010 (which applies in Great Britain) or equivalent legislation which applies in the countries in which your firm employs staff?

- ☐ Yes
- ☐ No

30. Does your organisation have a written policy or methodology on equal opportunities in relation to the provision of goods, facilities or services?

- ☐ Yes
- ☐ No
- ☐ N/A (a one person business)

If yes, you may be required to provide a copy of your policy or methodology on equal opportunity.

Please note; if you do not provide the required documentation, when requested, your response will be deemed non-compliant.

31. If you do not have a written policy or methodology on equal opportunity, do you have internal practices in place to ensure equal opportunity for all?

- ☐ Yes
- ☐ No
- ☐ N/A (a one person business)

If yes, you may be required to detail your organisation's internal practices with regards to promoting equal opportunity.

Please note; if you do not provide the required information, when requested, your response will be deemed non-compliant.

32. In the last three years have you been found guilty of unlawful discrimination on the grounds of the protected characteristics outlined in the Equality Act?

- ☐ Yes
- ☐ No

If Yes, please provide details:

33. In the last three years, has any contract with your organisation been terminated on grounds of your failure to comply with either or both of: Legislation prohibiting discrimination? Contract conditions relating to equal opportunities in the provision of goods, facilities or services?

- ☐ Yes
- ☐ No

If you have answered Yes to any of the above questions please provide details.

## 6 Appropriateness of the Solution

### 6.1 The Department - Research & Innovation Services (RIS)

Durham University is one of the world's top universities with strengths across the Arts and Humanities, Sciences and Social Sciences. We are home to some of the most talented scholars and researchers from around the world who are tackling global issues and making a difference to people's lives.

RIS provide professional services for the University, accessing and managing funding to allow research and knowledge exchange activities to take place.

The CED (Commercialisation and Economic Development) team sit within RIS, focusing on the commercialisation of University research and on linking University expertise with the wider community in order to encourage innovation and development.

### 6.2 Background to the Project

The North East and Tees Valley areas have amongst the lowest rates in the UK of expenditure on R&D, of patents granted, trademarks registered and designs registered. The LEPs and other government funded bodies aim to address this failing by encouraging increased innovation, and increased knowledge exchange between research intensive organisations such as Universities, and local SMEs.

The consortium of universities of Durham, Newcastle, Northumbria and Teesside worked collaboratively to identify demand for a project of this nature. They were influenced and informed by the experience at Lancaster University with the Global Centre for Eco-Innovation which successfully delivered a similar model but on a larger scale across the north west of England.

The Intensive Industrial Innovation Programme (IIIP) projects were developed in order to address the market failures of imperfect information, scale economies and partial public goods. Each partner university will support SMEs by providing highly qualified post graduate individuals to support the company's R&D ambitions. There are a number of benefits for each business, such as lowering the cost of developing in house R&D capability and / or working with a university to deliver this commercially. The programme also enhances business understanding of the benefits from a dedicated R&D resource to deliver new products and services within the business base.

Funding was awarded in January 2018 to two Intensive Industrial Innovation Programme projects – one in the North East LEP area and one in the Tees Valley LEP area. They are collaborative projects between the 4 Universities and Durham University are the lead partner.

The projects connects SMEs from priority sectors with the region's University research expertise. The research is focused on improvements and developments of new products, processes or services to the business and to the market. A key objective is the retention of skilled researchers in the region, and the creation of new employment opportunities.

The research expertise is provided by the appointment of a PhD student to a SME, and also supported by the Universities' specialised academic staff and facilities. The student will focus their research on the SME project for 3 years and therefore, will be dedicated solely to the research needs of that SME. The project provides funding towards the 3 year stipend for that PhD student. The project is also supported by a dedicated project manager and other University support staff.

Due to the intensive and long-term nature of this support, the expectation is that this will result in significant and sustainable growth within the SME.

### 6.3 Delivery of the Project

Whilst we have 2 separate projects covering the North East LEP area and the Tees Valley LEP areas, they are managed and delivered as one as the activity and project personnel involved are the same.

A Performance and Project Manager was recruited to oversee both projects in October 2018, and each University has dedicated project staff who run the project within their organisation.

The project started its delivery in October 2018 and was originally due to complete in September 2021 – i.e. at the end of the 3 year student placements. However the project was successful in securing a further extension for both NE and TV projects until September 2022, which allowed a further recruitment round and a second cohort of SME placements to start in the 2019/20 academic year.

In January 2020 a further extension was granted to the NE project, instigating a third and final recruitment round for the NE only. These research placements commenced in the 2020/21 academic year. That final phase will end in June 2023 in line with the final activity deadline date for the ERDF Programme.

The total ERDF funding awarded for the 3 phases in the NE LEP area is £3,605,426.

The total ERDF funding awarded for the 2 phases in the TV LEP area is £1,214,558.

Summary of Activity to Date

	Start Date of Support to SME	End Date of Support to SME	Number of Placements Started NE	Number of Placements Started TV
IIIP Phase 1	October 2018	September 2021	25	2
IIIP Phase 2	October 2019	September 2022	25	5
IIIP Phase 3	October 2020	June 2023	25	0 - no activity in TV in this phase

Total number of placements started in NE: 75

Total number of placements started in TV: 7

### 6.4 Evaluation Requirements

A requirement of all ERDF-funded projects under the 2014-2020 Operational Programme in the North East of England is to produce a summative assessment.

This summative assessment will need to test the original assumptions made within the project bid and logic model (Annex A) and provide some final assessment of its services, impact and learning in this market.

The project produced a plan at the start of what would be looked at within the summative assessment - this is included within the Content section below and covers delivery and performance up until the original IIIP Phase 1 project end of June 2021.

Given the further 2 project extensions, we require the same evaluation to be undertaken on IIIP Phase 2 activity for both NE and TV project, and IIIP Phase 3 activity for NE project only.

#### Content

The first interim summative assessment for the NE project will need to assess whether it has met its (original) quantitative objectives of:

- By June 2021 – Worked with 33 SMEs in the North East LEP area, working as part of a research collaboration via the support of a dedicated post graduate researcher for 3 years (claiming C1, C4, C26 outputs)
- By September 2021 – Worked with 33 SMEs in the North East LEP area to introduce new products/processes/services to the firm and to market (Claiming C28 and C29 outputs)
- By September 2021 – an overall net increase in employment within the SMEs of 48, as a result of the project activity (Claiming C8 outputs)

The first interim summative assessment for the TV project will need to assess whether it has met its (original) quantitative objectives of:

- By June 2021 – Worked with 15 SMEs in the Tees Valley LEP area, working as part of a research collaboration via the support of a dedicated post graduate researcher for 3 years (claiming C1, C4, C26 outputs)
- By September 2021 – Worked with 15 SMEs in the Tees Valley LEP area to introduce new products/processes/services to the firm and to market (Claiming C28 and C29 outputs)
- By September 2021– an overall net increase in employment within the SMEs of 15, as a result of the project activity (Claiming C8 outputs)

For both projects:

- assess whether there has been growth within the identified SMEs and whether this is likely to be as a result of this 3 year research project. The evaluation will need to look into forecasted or projected growth also as some benefits or impact may take a longer time to come to fruition.
- assess the engagement with and expenditure on R&D activities in the SMEs involved, and whether this project has resulted in a sustained increase. It will also look at the level of engagement of the SMEs with knowledge intensive organisations, such as Universities, before the project and afterwards to qualify if it has resulted in an increase. As assessment will be made of whether the model used has facilitated this and/or if any improvements could be made.
- report where there has been an increase in the number of graduates either remaining or moving to the North East LEP area in order to participate in the project, and their views on their likelihood of remaining in the North East to continue work or study.
- assess the level of collaboration between the 4 Universities (and potential participation in the area with other Universities).
- assess what has worked in service delivery, what the unique aspects of this programme have been and what are the lessons learned amongst the management and delivery teams.
- assess progress against the special condition included in the grant offer letter, to look at the engagement of females in the project, given the low level of female participation in R&D activities at present. The evaluator will need to look at the level of participation of females as researchers, academics and SMEs, The project's activities to encourage female participation, such as recruitment, will be assessed to provide feedback and further recommendations.
- Identify key areas of success and potential future areas of development and delivery, within the context of the NELEP and TVLEP requirements, Industrial Strategy, and R&D requirements in the area from 2020 onwards.

The subsequent second and third summative assessment evaluations will be required to assess and evaluate against the same criteria, but against the quantitative targets relating to that IIIP Phase, which will be provided by Durham University.

#### Format

a) The supplier is requested to produce a final summative assessment in line with the requirements as set out in Annex F of the guidance note ESIF – GN – 1 – 034:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/809976/ESIF-GN-1-034\\_ERDF\\_Summative\\_Assessment\\_Guidance\\_Appendices\\_v3\\_\\_2\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/809976/ESIF-GN-1-034_ERDF_Summative_Assessment_Guidance_Appendices_v3__2_.pdf)

Key elements of this guidance are to produce the following:

- performance against spend and targets
- qualitative analysis of the implementation of the project
- an analysis of the gross and net additional economic impacts
- a review of the original logic model (provided at Annex A)

It is expected that the supplier will utilise the data collected by the IIIP team and compare to original research and baseline data, to undertake interviews with the wider project team and to undertake interviews or focus groups with beneficiary SMEs, research students and academics.

b) The supplier must produce a report to include a short executive summary which can be made widely available, as well as completing the form ESIF 1-014 (attached as Annex B).

c) Specific to this summative assessment is the requirement to produce two summative assessments – one for the NE area and one for the TV area. Whilst the methodology and work undertaken will be contemporaneous, the funding sources require that the reports (and subsequent invoices) are separated into two projects.

### 6.5 Type of Supplier

The University would like to appoint a single supplier who will be required to complete the entire work. Partners or sub-contractors may be used and detail of these partners should be included below. The University will only work with the lead supplier who will be wholly responsible for fulfilling the brief.

### 6.6 Contract Duration and Timescales

The contract is intended to commence on 08 February 2021 and be in place until 31 May 2023.

The contract will be in place for the duration of the evaluation production and through to the work's satisfactory completion, submission, and receipt by Durham University.

Interim presentation of findings so far by **21 May 2021**.

First interim summative assessments to be completed by **7th June 2021**.

Second interim summative assessments to be completed by **7th June 2022**.

Final summative assessment to be completed by **7th March 2023**.

### 6.7 Roles and the Support We Will Provide

The successful supplier will be expected to allocate a dedicated account manager to the contract. This person will be responsible for receiving and responding to operational queries on the contract and liaising with the key contact at Durham University.

The IIIP project team will provide the following information:

- the original bid document and subsequent variations
- all collated data on assisted SMEs (including baseline data as per the summative assessment data monitoring form)

- key contact details within key partners and beneficiaries as required
- case studies, reviews and reports linked to work with SMEs
- financial breakdown of project expenditure, as well as projected expenditure and output performance by the end of the project

## 6.8 Access to Site

As a result of the Coronavirus pandemic, many University staff are currently working remotely. At this point, it is not known with certainty when this may change, or what any return to work might look like. It is therefore expected that suppliers should expect to be asked to work remotely, with no or limited access to site.

Any changes to this would be discussed with the successful Supplier, as those changes can be affected during the contract period.

## 6.9 Annexes

### Annex 1 - Logic Model

A document named 'Annex 1 - Logic Model.xlsx' has been attached to this question by the event owner

### Annex 2 - ESIF Template

A document named 'Annex 2 - ESIF Template.xlsx' has been attached to this question by the event owner

## 6.10 Responses

**Bidders are requested to attach documents in response to the questions listed below. Limits on the amount of information that can be provided are shown for each question.**

34. Please provide a proposal which sets out your methodology for delivering the requirements outlined above, including a project plan with associated timescales. Please provide details for the delivery of the first Interim assessment, and an outline indicative plan of the further two assessments (max 4 sides A4 for methodology - project plans to be shown separately).

35. Please describe the level of knowledge or experience you have in the area of innovation and/or R&D and/or business support as defined in the background information provided (max 2 sides A4).

36. Please upload 2 case study examples detailing occasions where you have delivered as similar service to a comparable client. These case studies should include reference to your client (noting we may wish to contact them) and should provide detail of the process you followed, any issues you encountered and how these were resolved and the benefits the client received as a result of your work (max 2 sides of A4 for each).

37. Please provide details of the personnel who would be dedicated to the delivery of this contract. This must include a description of the appropriate skills and experience they hold. Please note that the University does not wish to receive CV's for individuals but rather a summary description of experience and expertise per individual.

38. Where you intend upon using sub-contractors to fulfil the requirement, please provide the following information:

- Name of sub-contractor(s)
- Which area of the work will be sub-contracted
- How you identify and vet your sub-contractors
- How sub-contractors are managed, including how you would seek to rectify any poor performance.

## 6.11 Data Protection and Security

The exclusion questions within this section are Assessment. For a definition of this please refer to paragraph 1.10.1 of this document.

Regulation (EU) 2016/679 (General Data Protection Regulation) came into force on 25th May 2018 and is the European Union's framework for data protection. All organisations processing and holding personal data of data subjects residing in the European Union, regardless of the company's location, will need to be compliant with this Regulation.

Any information connected to a data subject, that can be used to directly or indirectly identify a person(s) such as name, email address, medical information and so on. Any successful supplier may have access to, or collate this type of information as part of new or existing audit assignments through the course of doing business with Durham University.

### Operational

The successful supplier will be required to sign the University's data processing agreement prior to the commencement of the Agreement to define how data will be shared, stored and retention period.

**Please note this document and any contract that may arise as a result shall be based upon the response set forth in this questionnaire, and will be subject to the attached Data Processing Agreement (DPA). In the event that you do not accept any provision in the DPA exactly as is drafted, you must expressly indicate, within a separate document uploaded below, that you do not accept the provision and provide alternative language, along with full justification for any requested change. Any changes submitted in any alternative format to those outlined above shall not be considered. All changes proposed as set out above will be reviewed and considered by the University prior to award, however acceptance of any proposed change shall be made at the sole discretion of the University.**

Please Note:

- Any request for change to any provision of the DPA which is not addressed at this stage, fully in accordance with the instructions set out above, will not be open for negotiation at any stage;
- The University will deem any alternative wording, including that suggested, recommended or proposed as set out above, as reflecting your final position in regards to compliance with that provision.

A document named 'RFQ20-017 DPA.pdf' has been attached to this question by the event owner

39. Please confirm whether you have any suggested changes and that these are in a separate document as requested above.

☐ Yes - suggested changes made

☐ No - we accept the University's Data Processing Agreement

40. Please give details of your system tear down process on the completion of the Agreement.

This should include the deletion of all data as part of the service delivery.

#### Organisational

41. Is there a role with board-level responsibility for data protection?

☐ Yes

☐ No

42. Is there a role with board-level responsibility for information security?

☐ Yes

☐ No

43. Highlight what categories of people the organisation provides data protection and information security training? (please tick all that apply)

☐ All permanent staff, Temporary staff and contractors, plus contractors working under your direction

☐ All permanent and Temporary staff

☐ All permanent staff

☐ None

#### Data Processing

44. Does the organisation have in place processes that support the University in addressing individuals' rights under data protection legislation?

☐ Yes

☐ No

45. Are contracts covering data protection and information security in place for all data processing activity undertaken by your organisation's third parties for this service?

☐ Yes

☐ No

46. Where personal data is processed as part of this service / solution, will the data be processed only within the UK or EEA? Consider backups, resiliency and disaster recovery sites and for any related sub-processors.

☐ Yes

☐ No, Offshore but with EEA data protection equivalent

☐ No

47. Does the organisation have in place processes for amending records to maintain the accuracy and currency of the records?

☐ Yes

☐ No

#### Governance

48. Does your organisation have a published Data Protection Policy communicated to employees and relevant third parties?

☐ Yes

☐ No

If Yes, please attach a copy of this document in your response.

49. Does your organisation have a published Information Security Policy communicated to employees and relevant third parties?

☐ Yes

☐ No

If Yes, please attach a copy of this document in your response.

50. Does your organisation have documented processes for the reporting, management and investigation of information security incidents and weaknesses, and data breaches?

☐ Yes

☐ No

If Yes, and this does not form part of either your Data Protection Policy or Security Policy, please attach a copy of this document in your response.

### Third Parties

51. Will any third parties be used in the provision of the Agreement?

- ☐ Yes
- ☐ No

If Yes, please answer the following questions.

52. Are contracts covering data protection and information security in place for all data processing activity undertaken by your third parties for this service, if applicable?

- ☐ Yes
- ☐ No

53. Does your organisation have an active compliance monitoring regime in place with your third parties that reviews information security and data protection?

- ☐ Yes
- ☐ No

### Technical Security

54. Highlight which of the following malware controls are in place: (please tick all that apply)

- ☐ Anti-malware policies and procedures are in place
- ☐ Anti-spam and phishing filtering of incoming emails is used and unnecessary attachment types are blocked
- ☐ DMARC, SPF, DKIM email policy and verification are in place
- ☐ Anti-malware software is in place on all susceptible devices with at least daily automated signature updates
- ☐ All malware events are collected & reviewed with centralised tools
- ☐ Use of electronic storage & removable media is covered by documented policies and procedures for control, protection, secure use, reuse and destruction
- ☐ Controls block access to known malicious software and websites
- ☐ Removable storage media are scanned for malware when accessed
- ☐ Portable devices have location and remote track controls enabled
- ☐ Whitelisting is used to prevent users installing and running applications that may contain malware
- ☐ Sandboxing is used to run suspicious software in an isolated environment with very restricted access

55. Highlight which of the following network security controls are implemented (please tick all that apply)

- ☐ User and admin account creation is subject to a full provisioning and approval process including joiners, leavers and movers
- ☐ Access for all accounts is maintained through a centralised point of authentication, for example Active Directory or LDAP
- ☐ System access roles strictly tied to job roles or capabilities
- ☐ Automated log out inactivity, lock screens, account lockout after failed attempts
- ☐ Multi-factor use for remote, supplier and administrative access
- ☐ System access and password policies and procedures in place



## 7 Pricing

### 7.1 Pricing Proposal

The price(s) quoted must be inclusive of all costs relating to the performance of the contract for the provision of the services proposed, including any expenses.

The maximum budget available for this piece of work is £32,000 (inclusive of VAT).

**56. Please provide a pricing schedule which contains a full breakdown of your fee structure, against each of the stages shown in your plan AND between the North East and Tees Valley projects.** This is because the two projects are funded via two grants and therefore the summative assessment must be costed and invoiced separately. However, the assessment of each proposal will take only the combined cost for both.

Please confirm you have uploaded your pricing schedule.

☐ Yes

☐ No

### 7.2 Invoicing and Payment

57. It is expected that payments will be made upon submission of two invoices together with the final report for each phase. A suggested split between the three parts of the evaluation based upon the maximum budget would reflect the larger amount of work to be undertaken in the first interim evaluation, less amount of work for the second and the least amount of work for the third and final evaluation.

Please confirm you would be willing to work to this invoicing methodology.

☐ Yes

☐ No

Where you have answered no to Q56, please provide an alternative invoicing methodology. The University will consider your proposed alternative although it should be noted acceptance of the alternative is at the University's absolute discretion.

This is the end of the questionnaire, to ensure your bid is submitted you must click the "Submit Responses" button. You will then receive a copy of your submission by email.

You are able make subsequent changes prior to the closing date/time of the event. To receive a copy of your updated submission please click "Submit Responses" a further time.

The final version of your submission will be made available to the evaluation panel after the event has closed.