

**LIVERPOOL VISION**

**INVITATION TO TENDER**

**for**

**Public Relations Services**

**for the ERDF Place Marketing Investment Project**

**June 2017 – December 2018**

**Please note: This is a sub-ojeu procurement.**

**(Current ojeu threshold £164,175)**

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# Structure of the Invitation to Tender

This Invitation to Tender (‘ITT’) is divided into a number of specific sections:

1. Introduction

2. Requirement Overview

High level background to the requirement, specified in more detail in section 4.

3. Indicative Timetable

This sets out the dates and times for responding, evaluating, award and service commencement.

4. Specification of Services or Goods required.

This section provides the details of LV’s specific requirements and your Response should ensure these are referred to.

5. Tender Response

This section sets out the information that you are requested to provide, so that Liverpool Vision can assess, evaluate and select the tenderer that best meets its requirements.

6. Evaluation

This section sets out the criteria, weighting and scoring methodology that Liverpool Vision will use to evaluate Responses.

***Appendix 1 ITT Instructions and Conditions***

***Appendix 2 About Liverpool Vision (the Client)***

***Appendix 3 Terms and Conditions of Contract***

***Appendix 4 Legal Comments Table***

# Introduction

Liverpool City Region (LCR) partners (Liverpool Vision, Liverpool LEP, Knowsley Council, Halton Council, Sefton Council, St Helens Council & Wirral Council) have been awarded up to £1.6 million of EU funding from the England European Regional Development Fund (ERDF) as part of the European Structural and Investment Funds Growth Programme 2014-2020 to deliver the ERDF Place Marketing Investment Project.

The project will provide the Liverpool City Region (LCR) with a coherent and transparent strategy for inward investment by delivering key marketing activities and case handling on a city region basis. It will provide the catalyst for a comprehensive inward investment strategy that will transform operational delivery and the region‘s contribution to the Northern Powerhouse. SME inward investments and growth of foreign owned SMEs will be the project focus.

The Place Marketing Programme will plan and implement a range of marketing and communications activities during the programme, which runs until December 2018, of which the PR element runs until October 2018.

A key component of the Place Marketing Programme is securing international, sector specific media coverage for LCR. This would focus on the region’s economic strengths, competitive assets and established and emerging firms.

**OBJECTIVES**

* To secure positive international, sector specific media coverage for LCR.
* To improve perceptions of LCR as a leading international business location amongst senior decision makers and intermediaries.
* To communicate LCR’s transformation and investment opportunities

**TARGET AUDIENCE**

Internationally owned SME’s who are looking to invest and grow in the Liverpool City Region, in the following markets.

**TARGET MARKET**

* Europe (Including Northern Ireland, Wales and Scotland)
* China
* India
* Americas

**AREAS OF SECTORAL FOCUS**

* Advanced Engineering & Manufacturing
* Energy & Environment
* Financial Professional & Business Services
* Creative & Digital
* Health & Life Science

1. **Requirement Overview**

We are seeking a communications company to undertake an innovative and integrated media communications campaign on behalf of LCR partners.

The successful tenderer will: -

* undertake to supply an international public relation service for the Place Marketing programme. Any prospective service provider must be able to demonstrate the reach and scope necessary to deliver coverage across the required regions (see Target Markets, p.3)
* demonstrate an in depth understanding of media in the core target markets and sectors.
* have access to leaders within individual sectors within LCR who can act as knowledge and expertise to provide context to stories/editorials etc.
* develop a communications framework, which allows LCR partners to showcase investment successes and opportunities with clear methodologies and metrics for evaluation
* The strategy must be focused on delivering against the primary objective of attracting foreign owned SME’s to the Liverpool City Region.
* Creating the new PR strategy which delivers opportunities to: raise awareness of Liverpool City Regions strengths and opportunities to the target audience.
* demonstrate a track record of success in securing media coverage across international sector specific media titles and digital properties. The sector specific coverage will focus on LCR’s strengths in advanced engineering & manufacturing; financial professional & business services; creative and digital industries; energy and environment; health & life sciences.
* The successful tenderer will have access and knowledge of particular sectors, particularly within the Liverpool City Region to gain insight to provide ideas for stories.
* Aware of trends in particular countries to provide ideas for press releases.
* be proactive in highlighting opportunities for media coverage and pieces as well as promoting news supplied by Marketing Liverpool. They must also look to secure comments from Invest Liverpool and LCR partners in stories and secure profile pieces which allow the speaker to promote LCR offering (sector specifically and generally) across all forms of media.
* provide monthly coverage analysis reports
* be required to remain committed for the duration of the Investment Marketing Programme which is until December 2018, of which the PR element will run until October 2018. However, the contract will be reviewed on a rolling basis to ensure satisfactory performance is maintained and may be terminated by Liverpool Vision upon issue of 30 day’s written notice.

# Indicative Timetable

This timetable is indicative only and LV reserves the right to change it at its absolute discretion.

|  |  |
| --- | --- |
| Activity | Date |
| Publication of ITT | 5th May 2017 |
| Opportunity to raise items for clarification ends | 12th May 2017 |
| LV response to clarification requests | 15th May 2017 |
| Return of completed ITT response to LV | 22nd May 2017 by 2:00pm |
| **Presentation / Interview with shortlisted tenderers** | **24th / 25th May 2017** |
| Contract Award Notice (subject to contract and due diligence) | w/c 29th May 2017 |
| Service Commencement | 3 days’ post contract award |

**PLEASE NOTE: THIS TENDER PROCESS SHALL INCLUDE A PRESENTATION / INTERVIEW THAT SHALL FORM PART OF THE EVALUATION PROCESS. FOR MORE INFORMATION ON THIS, PLEASE SEE SECTION 5/6.**

# Specification of services required

The successful tenderer will be expected to be proactive in generating news stories on behalf of Invest Liverpool and LCR partners, reactive to markets and trends and able to ensure coverage for LCR in the forms of news articles, comments, sourcing supporting quotes from city region partners and companies, and opinion pieces across all types of media. They may also be asked to produce copy for advertorials.

The successful tenderer(s) will provide the following under the term of the contract. SME inward investments and growth of foreign owned SMEs will be the project focus: -

1. Creation of ideas to build the international media strategy
2. Creation and distribution of press releases
3. Dedicated account management for the programme
4. Proactive and reactive media management
5. Incident and crisis management expertise and assistance (if applicable)

**Key performance indicators: -**

* Improve the awareness of Liverpool City Region investment offer to target audience in target sectors
* Press releases - Produce appropriate press releases per month targeted to markets until the end of October 2018
* International business media (print / online/ broadcast) – 15 pieces of substantial coverage (news story, features, thought leadership piece, opinion editorial) over the first 6 months, with this increasing thereafter. To a minimum of 35 pieces annually.

It is with the understanding that there will be natural spikes in media activity and coverage output throughout the course of the campaign – any measurement of these key performance indicators will be aggregated over the course of the campaign period.

The service provider will deliver detailed coverage reports, by the end of each month. On review of these reports, the Marketing Liverpool team will be able to raise any concerns over the quality of coverage achieved and the service provider will have the opportunity to respond and offer a modified strategy to amend future activity across the campaign period.

The service provider will be instrumental in maximising the reach of Liverpool City Region’s investment offer in international media including print, online, broadcast and trade throughout the campaign period.

Whilst Northern Ireland, Wales and Scotland are, for the purposes of this project, regarded as “international”, the successful tenderer will be expected to provide an appropriate breadth of coverage across all target markets.

The successful tenderer must be able to build on or forge relationships with core sector news publications in international markets and secure significant coverage within them.

There will also be overarching requirement to promote the region as an investment location across all sectors (more generalised news stories).

The successful tenderer will be expected provide communications plans for the forthcoming months and must be prepared to attend monthly meetings where they will report back and present up and coming opportunities and ideas. They may also from time to time be required to attend other meetings held in Liverpool City Region.

We expect monthly reports from the successful tendered who will be benchmarked on their ability to deliver on the required outputs outlined above. AVE (pure value) should also be provided to support coverage, but will not be used as a benchmark for meeting Invest Liverpool’s requirement.

Due to the nature of this service we would expect an Account Director level minimum to be leading with a hands on approach to this account.

A contact at Marketing Liverpool will be the point of contact to the service provider. Marketing Liverpool contact will be able to source sign off for press release, but will not chase colleagues and companies for approvals of press releases, supporting quotes/opinion pieces. This will be the role of the service provider.

# Responses required:

Tenderers are invited to respond to the questions set out in this section, having regard for the evaluation criteria weightings set below:

|  |  |
| --- | --- |
|  | |
| Breakdown of Costs | 35% |
| Capability and Resource | 25% |
| Approach and Understanding of the Requirement | 20% |
| Innovativeness | 20% |
| Total | 100% |

**PLEASE NOTE:** The presentations on 24/25th May will give an opportunity for shortlisted candidates to present their proposal in person, augment Liverpool Vision’s understanding and to respond to any items requiring further clarification.

For more information on evaluation of responses, please see [Section 6 – Evaluation.](#_Evaluation)

Please use the section reference numbering, as this will assist in the evaluation process.

All responses should be submitted in an unmarked sealed envelope, stating “Response for Public Relations Services for the ERDF Place Marketing Investment Project” and marked for the attention of: Connor Reilly, Procurement Intern, Liverpool Vision, 10th Floor, The Capital, 39 Old Hall Street, Liverpool, L3 9PP.

Please provide 2printed responses, together with an electronic copy contained on a **USB / Memory Device**. This will ensure integrity of the process and allow fair, equal and transparent treatment of responses.

LV appreciate the environmental impact and request therefore that where practical duplex printing on environmentally friendly paper is utilised and that additional materials not directly related are **not** included.

Certain documentary requirements that are indicated by asymbol need only be submitted in electronic format.

If delivering by hand, please be advised that because of a barrier system in a shared building, you will need to ask reception in the Capital Building to phone Liverpool Vision (0151) 600 2900 that your submission has arrived for collection.

Envelopes must **not** indicate the identity of your organisation.

There is an opportunity to ask LV for further information to assist you in the preparation of your responses during the Items for Clarification period. If you have an Item for Clarification, please e-mail Connor Reilly (**creilly@liverpoolvision.co.uk**) during the opportunity period. Please note that responses to these Items for Clarification from LV may be posted on the LV website rather than a response via e-mail. It is your responsibility to make regular checks of the LV website for updates on these.

Please do not contact any other members of Liverpool vision during the tender process.

*5.1.1 Lots*

Not applicable.

*5.1.2 Executive Summary*

Please provide an Executive Summary of your response.

*5.1.3 Evaluation Questions:*

**5.1.3.1 Capability and Resource (25%)**

Please provide details of the following:

1. Details of the resources you would engage in account management and reactive and proactive PR activity.
2. Describe how you propose the project would be managed to ensure deadlines are identified, worked to and achieved.
3. Demonstrate how you would develop relationships with international sector related media.
4. Demonstrate how you would develop an overseas presence / reach.
5. Demonstration of how you propose the target market and audience will be targeted.

**5.1.3.2 Approach and Understanding of the Requirement (20%)**

Please provide the following:

1. Demonstrate an understanding of the brief and the problems it is trying to solve by providing a systematic approach to the development of the communications strategy.
2. Demonstrate an in depth understanding of the core target market(s)
3. Describe how you would develop relationships with media in the core target markets
4. Outline of a media outreach strategy which will boost our profile and lead to engagement with key audiences.
5. Identification of any proposed use of subcontractors, consultants or freelance support for the delivery of this project, including details of those sub-contractors proposed.

**5.1.3.3 Innovativeness (20%)**

1. Timescales for delivery and process for adaptations following feedback.
2. Any opportunity for added value or additional commercial benefits.
3. Proposed processes in the area of PR for the purpose of brand visibility.
4. Demonstration of how you would engage with core sector media for those relationships not in place.

**5.1.3.4 Breakdown of all costs (35%)**

Please provide a full breakdown of proposed costs.

Costings must: -

* Be clear, transparent and firm for the total life of the project.
* State your proposed method of remuneration / payment profile.
* Include details of the team, rates and an overall total proposed cost for the project, inclusive of expenses but exclusive of VAT.

*5.2 General company information required*

The following information / requirements will not be scored, but are **mandatory;** ensuring that we know enough about the companies that we work with and that they are fit for purpose. **I**f not satisfied, then LV reserves the right at its absolute discretion not to award a contract irrespective of how the tenderer has scored using the evaluation criteria.

Please provide a suitable response to the following:

|  |  |
| --- | --- |
| 5.2.1 | Full name of organisation (this should be the name of the organisation acting as prime contractor, where applicable). |
|  |  |
| 5.2.2 | Trading name of organisation (if different from above). |
|  |  |
| 5.2.3 | Date of formation |
|  |  |
| 5.2.4 | Registered number if a limited company (please supply a copy of the certificate of incorporation and any certificate of change of name) |
|  |  |
| 5.2.5 | Registered address of organisation **and** address of principal trading office |
|  |  |
| 5.2.6 | Main Phone number |
|  |  |
| 5.2.7 | Name and contact details in relation to tender preparation |
|  |  |
| 5.2.8 | Address and phone number of office from where business would be conducted in support of this contract, if different from the above |
|  |  |
| 5.2.9 | Full names of all directors / company secretary/ partners/associates or proprietor |
|  |  |
| 5.2.10 | Have any of the persons named in 5.2.9 above, been subject to bankruptcy proceedings or been involved in an organisation which has been subject to liquidation proceedings or had receivers appointed? If yes, please give details. |
|  |  |
| 5.2.11 | Have any of the persons named in 5.2.9 above, been convicted of any criminal offence, apart from minor traffic offence? If yes, please give details. |
|  |  |
| 5.2.12 | Do any of the persons named in 5.2.9 above, have relative(s) who are senior employees of the LV? If yes, please provide details. |
|  |  |
| 5.2.13 | Have any of the persons named in 5.2.9 above, ever been employed by the LV? If yes, please give details. |
|  |  |
| 5.2.14 | If your organisation is a member of a group of companies, give the name and address of the holding company |
|  |  |
| 5.2.15 | Please state the approximate number of employees in your organisation and companies acting in partnership (where relevant), who are specifically engaged in delivering similar services to those proposed by LV. |
|  |  |
| 5.2.16 | Relevant experience and contract examples  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.   |  |  |  |  | | --- | --- | --- | --- | |  | **Contract 1** | **Contract 2** | **Contract 3** | | **Name of customer organisation** |  |  |  | | **Point of contact in the organisation** |  |  |  | | **Position in the organisation** |  |  |  | | **E-mail address** |  |  |  | | **Description of contract** |  |  |  | | **Contract Start date** |  |  |  | | **Contract completion date** |  |  |  | | **Estimated contract value** |  |  |  |   If you cannot provide examples, see question 5.2.18 |
| 5.2.17 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |
| 5.2.18 | If you cannot provide at least one example for questions 5.2.16, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

*5.3 Financial Information*

|  |  |
| --- | --- |
| 5.3.1 | Please enclose  your organisation’s most recent audited accounts and annual reports. This should include: Balance Sheet, Profit and Loss Account, Full notes to the accounts, Director’s Report/Auditor’s Report. |
|  |  |
| 5.3.2 | If you have submitted accounts for a year ending more than 10 months ago, please confirm that the organisation described in the enclosed accounts is still trading. Also supply a statement of turnover since the last set of published accounts. |
|  |  |
| 5.3.3 | If your organisation’s accounts and annual reports are consolidated into those of your parent company or group, then for each of the last two years please provide for your organisation, your organisation’s turnover, profit before tax and net assets. |
|  |  |
| 5.3.4 | Are there any outstanding claims or litigation against your organisation with regard to systems and / or service delivery? If yes, please give details. |
|  |  |
| 5.3.5 | Please supply your VAT registration number. |
|  |  |

*5.4 Professional Conduct*

|  |  |
| --- | --- |
| 5.4.1 | Has your Organisation or proposed partners or any employee within these organisations who would be working on this contract, committed a criminal offence relating to the conduct of your business or profession? If so, please provide details. |
|  |  |
| 5.4.2 | Is your Organisation or are your proposed partners currently involved with any legal proceedings (including Arbitration or any other form of alternative dispute resolution) with any other organisations including local authorities? If so, please provide details. |
|  |  |
| 5.4.3 | Are there any issues, current or likely, in relation to your Organisation or proposed partners that may give rise to any conflict of interest? If so, please provide details. |
|  |  |
| 5.4.4 | Please identify any potential conflicts of interest relating to this contract. |
|  |  |

*5.5 Insurance requirements*

The appointed supplier will be required to maintain appropriate levels of insurance in a number of areas. Please complete the enclosed table and supply copies of relevant policies as  appropriate:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Area | Level of cover expected | Level of cover currently held | Level of cover to be provided | Further details |
| Public liability | £10m |  |  |  |
| Employer’s liability | £5m |  |  |  |
| Professional Indemnity | £5m |  |  |  |

Please note that the insurance cover detailed above needs to be in place before activities commence in pursuance of the services required and will not be considered as part of the costs under the contract between LV and the selected supplier.

*5.6 Health and Safety*

The appointed Tenderer will be required to ensure that all elements of your services are planned and implemented in accordance with best practice set out in the Health and Safety Executive (HSE) Event Safety Guide (the ’Purple Guide’) and other such guidance appropriate to your business, and to provide a specific detailed risk assessment of all Health and Safety issues associated with the service.

Please confirm your acceptance of this.

*5.7 Business Continuity*

The appointed supplier will be required to have in place suitable plan and to provide  a copy of its organisation’s business continuity plan (“BCP”) and specifically state how this would be applicable to the service requirements of LV.

*5.8 Equal Opportunities*

LV expects all suppliers and contractors to operate within its Equal Opportunity Policy.



Please confirm your acceptance of this.

The appointed supplier will be required to have in place suitable plan and to provide  a copy of its organisation’s policy and specifically state how this would be applicable to the service requirements of LV.

# Evaluation

Tender Responses will be evaluated using the following criteria and weightings:

|  |  |
| --- | --- |
|  | |
| Breakdown of Costs | 35% |
| Capability and Resource | 25% |
| Approach and Understanding of the Requirement | 20% |
| Innovativeness | 20% |
| Total | 100% |

Responses, other than Price, will be scored as follows. Intermediate scoring, for example 3.7, 2.8 etc., is permissible: -

|  |  |  |
| --- | --- | --- |
| 0 | Poor | No response or partial response and poor evidence provided in support of it. Does not give confidence in the ability of the Tenderer to deliver the services. |
| 1 | Weak | Response is supported by a weak standard of evidence in several areas giving rise to concern about the ability of the Tenderer to deliver the services. |
| 2 | Satisfactory | Response is supported by a satisfactory standard of evidence in most areas but a few areas lacking detail/evidence giving rise to some concerns about the ability of the Tenderer to deliver the services. |
| 3 | Good | Response is comprehensive and supported by good standard of evidence. Gives confidence in the ability of the Tenderer to deliver the services. Meets the requirements. |
| 4 | Very good | Response is comprehensive and supported by a high standard of evidence. Gives a high level of confidence in the ability of the Tenderer to deliver the services. May exceed the requirements in some respects. |
| 5 | Excellent | Response is very comprehensive and supported by a very high standard of evidence. Gives a very high level of confidence the ability of the Tenderer to deliver the services. May exceed the requirements in most respects. |

Responses should reflect the services specified and will be evaluated against the response requirements set out in Section 5, on the basis of the above award criteria.

Liverpool Vision reserves the right to contact certain tenderers if clarification of their tender response is required.

**Price will be evaluated using the following method:**

35% will be awarded to the lowest cost bid and the remaining Tenderers will be allocated scores based on their deviation from this figure.

For example, if the lowest cost is £40 and another cost is £48 then the lowest cost Tenderer gets 35% (full marks) for cost and the second placed Tenderer gets 28% and so on. (£40/£48 x 35% = 29.2%).

**PLEASE NOTE:** The presentations on 24/25th May will give an opportunity for shortlisted candidates to present their proposal in person, augment Liverpool Vision’s understanding and to respond to any items requiring further clarification.

# Appendix 1 - ITT Instructions and Conditions

Please note that by submitting a response to this ITT that you agree and comply with all parts of the ITT Instructions and Conditions section.

**1.1 General Instructions**

1.1.1 This document is made available on the condition that the information contained within it is used solely in connection with the competitive process for this ITT and for no other purposes.

1.1.2 Whilst reasonable care has been taken in preparing this document, the information within it does not purport to be comprehensive or to have been independently verified. LV accepts no liability or responsibility for the adequacy, accuracy or completeness of any information stated. No representation or warranty, express or implied, is given by LV or any of its representatives with respect to the information contained herein or upon which this ITT is based. Any liability for such matters is expressly disclaimed.

1.1.3 LV reserves the right, without prior notice, to change, modify, or withdraw the basis of its request and/or to reject all proposals and terminate negotiations at any time. In no circumstance, will LV incur any liability in respect of time, effort or costs incurred in regard to either discussions, meetings or time spent in respect of reviewing and/or responding to this document or any subsequent material.

1.1.4 This document is not intended to provide the basis for any investment decision. The recipients of this document must make their own independent assessment of the requirements after making such investigations and taking such professional advice as it deems necessary.

1.1.5 The information in this document shall be kept confidential by the Tenderer and may not be copied, reproduced, distributed or passed to any other persons, at any time, without the prior written authorisation of LV. Ownership in any response to this ITT shall be vested in LV upon delivery of the same and such response shall only be returned at the sole discretion of LV and at the recipient’s cost.

1.1.6 This ITT is not a purchase order and does not constitute an offer capable of acceptance. This ITT does not commit LV or any official of it to any specific course of action. The issue of this ITT does not bind LV or any official of it to accept any proposal, in whole, or in part, whether it includes the lowest priced proposal, nor does it bind any officials of LV to provide any explanation or reason for its’ decision to accept or reject any proposal. Moreover, while it is the intention of LV to enter contract negotiations with the selected Tenderer, the fact that LV has given acceptance to a specific Tenderer does not bind it or any official of it in any manner to the Tenderer.

1.1.7 Without prejudice to any prior obligations of confidentiality you may have, no publicity relating to this ITT or to the acceptance by LV of any ITT response or to the letting of any future contract shall be released by you without the prior written approval of LV.

1.1.8 You shall be deemed to have examined before the submission of your tender response, all the provisions in this ITT as well as regulations and other information relevant to your tender response, and to have fully considered the risks, contingencies, and other circumstances, which could affect the tender response. You shall be responsible for obtaining all information by the making of reasonable and prudent inquiries and, by prior arrangement.

1.1.9 By submitting a Tender Response the Tenderer represents that it has read and understood the ITT. The Tenderer will consider the contents of any submitted tender response as an offer to contract.

1.1.10 Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

(a)      Revise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner or supplier;

(b)      Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

(c)      Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

(d)      Canvass LV or any employees or agents of LV in relation to this procurement; or

(e)      Attempt to obtain information from any of the employees or agents of LV or its advisors concerning another Tenderer or Tender; or

(f)       Offer, pay, promise to pay, or authorize the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct themselves in a manner contrary to any anti-bribery or anti-money laundering legislation and/or regulations in the broadest sense (whether issued by the EU, the US, the UN or any other body) or any other such rule or legislation that may apply from time to time.

1.1.11 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and LV and its advisors and Partners. LV reserves the right to disqualify any Tenderer that is guilty of any misrepresentation in relation to its Tender or the tender process.  Any Tenderer who fails to comply with the requirements of this clause may be disqualified from the procurement process at the discretion of LV.

1.1.12 Only information provided as a direct response to this ITT will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. Marketing material should not be included with your tender response. Supplementary documentation may be attached where you have been directed to do so. Such material must be clearly marked with the name of the organisation and the section to which it relates. All sections must be answered unless advised otherwise.

1.1.13 Please note that LV may require clarification of the answers provided or ask for additional information.

1.1.14 The response should be submitted by an individual of the organisation, company or partnership who has authority to answer on behalf of that organisation, company or partnership.

1.1.15 Should there be any obvious typographical errors or misunderstandings in the ITT documentation then clarification should be sought. However, if the response is found to misrepresent facts, the documents will be deemed void. In the case where the error or misrepresentation is not discovered until after the contract is awarded, we reserve the right to determine the contract and costs incurred by us as a result of the determination shall be recoverable from the Tenderer under the contract.

1.1.16 If applying on behalf of a consortium, please list the names and addresses of all other members of the consortium. Any contract will be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute said contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the contract. It will be for members of the consortium to resolve their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation will be sent to the nominated lead organisation.

1.1.17 If sub-contractors are proposed to assist in the delivery of the service, please list the business names, registered offices, addresses and specific areas of service which they will deliver.

1.1.18 It is the responsibility of tenderers to ensure that their tender is delivered not later than the appointed time. LV does not undertake to consider tenders received after that time unless clear evidence of posting is available (i.e. a clear post mark and/or certificate of posting). It should be noted that mail is not delivered directly to the recipient but through a central post room. This may delay receipt of post, and allowances should be made.

1.1.19 Whilst LV is committed to selecting a supplier or suppliers, it reserves the right not to accept any proposals or award the contract.

1.1.20 LV does not bind itself to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise on his tender. The right is also reserved to award more than one contract.

**1.2 In responding to this ITT you specifically agree the following:**

1.2.1 Having examined all parts of the ITT that the supply of the Goods and/or Services to LV will be at the rates/prices as provided. All prices must be quoted on the basis indicated in the accompanying documents, except where the tenderer proposes alternative priced procedures, and should exclude VAT. Discounts for prompt payment should be stated. The basis of the price shall be inclusive of all costs and delivery to LV.

1.2.2 That any other terms or conditions or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this tender or with any contract resulting from this tender, shall not be applicable to the on-going relationship between LV and the selected supplier(s).

1.2.3 That any contract whatsoever that may result from this tender shall be subject to the laws of England and Wales as interpreted in an English Court.

1.2.4 The prices quoted and all other information supplied in this tender are valid and open to acceptance by LV for a period three calendar months from the tender return date specified in the ITT

1.2.5 The essence of competitive tendering is that LV shall receive bona fide competitive tenders from all companies tendering. In recognition of this principle, any response is declared to be a bona fide tender, intended to be competitive and that you have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

1.2.6 You declare that you have not done and undertake that you will not do any of the following acts: -

(a) communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender.

(b) enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

(c) offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

LV may, if requested to do so, disclose the name of any successful tenderer.

In this declaration the word "persons" includes any person and anybody or association, corporate or incorporate. The words "agreement or arrangement" include any such transaction, formal or informal, whether legally binding or not.

**1.3 Freedom of Information**

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

1.3.2 As part its duties under the Act or EIR, it may be required to disclose information concerning the procurement process or the contract to anyone who makes a request.

1.3.3 If the prospective Tenderer considers that any of the information provided in their response is commercially sensitive (meaning it could reasonably cause prejudice to the prospective Tenderer if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information as being exempt from disclosure under the Act and the EIR.

1.3.4 LV will endeavour to consult with the prospective Tenderer and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, LV shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. LV will make its decision on disclosure in accordance with the provisions of the Act or the EIR and will only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

# Appendix 2- About Liverpool Vision

The client is Liverpool Vision Limited (company registration number 06580889) working on behalf of the Mayor of Liverpool.

Who Are We?

Working closely with private sector businesses in the city, Liverpool Vision is the Mayor of Liverpool’s economic development company incorporating:

• Marketing Liverpool

• Invest Liverpool

• Special projects, such as the International Festival for Business 2016 (IFB2016).

What Is Our Purpose?

Liverpool Vision’s purpose is to enhance the brand of Liverpool, attracting investment and creating jobs to ensure a more prosperous future for the city.

How Do We Do This?

Through raising the profile of our offer we will generate interest from investors and visitors that will both help attract new investment and encourage existing businesses to grow. We will, together with private and public sector partners maximise opportunities by participating in major events such as MIPIM, International Festival for Business (in 2016, 2018 and 2020) and Visitor Economy exhibitions. By working in partnership with commercial partners in the private sector we will communicate positive messages about the city to local, national and international audiences.

What Are Our Values?

Liverpool Vision’s is committed to the highest standards of ethical conduct and integrity in its business activities and to providing a high-quality service to all its customers and partners. Liverpool Vision believes that all its workers should be treated with dignity and respect and everyone is encouraged and supported to be the best they can be. We believe in taking responsibility, being creative and innovative and working together as a team for the benefit of the city.

# Appendix 3 – Terms & Conditions of Contract

This appendix contains the terms of LV’s standard Terms & Conditions for services.

By submitting a Response, the Tenderer is agreeing to be bound by the terms of this ITT and the contracts save as in relation to those areas of the contracts specifically highlighted in the response to Appendix 2. As such, if the terms of the contracts render proposals in the Tenderer’s Response unworkable, the Tenderer must submit full details of the unworkable/unacceptable provisions within the Contract by completing the Legal Comments Table attached at Appendix 2.

Following receipt of this Response, LV will consider whether any amendment to the Agreement is required. Any amendments will be published through a Clarifications Log and will apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to LV, LV will publish the amendment as an alternative to the original drafting. In this case, Tenderer’s should indicate if they prefer the amendment; otherwise the original drafting will apply. Any amendments which are proposed, but not approved by LV through this process, will not be acceptable and may be construed as a rejection of the terms of the Agreement leading to the disqualification of the tender.



# Appendix 4 – Legal Comments Table

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| |  |  |  | | --- | --- | --- | | **Clause/Paragraph /Schedule** | **Summary of Issue** | **Suggested Revisions** | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |