

# Start Your Own Business Programme

Invitation by Local Enterprise Office Louth to tender for

# Start Your Own Business Training Programme

2021 - 2022









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# 1.1 Introduction and Background

The role of the Local Enterprise Offices (LEOs) is to support the small and microenterprise sector through the start-up and expansion phases. The LEOs are the principal deliverers of State support to the micro-enterprise sector in Ireland and they provide targeted supports – both financial and non-financial – to the small and microenterprise sector to enable those businesses grow and create sustainable employment within their local area.

With 31 dedicated teams across the Local Authority network in Ireland, the LEOs are the Government's 'first – stop- shop' through which all information on State supports for small and micro businesses can be accessed and where businesses with clear high growth potential can be fast- tracked to the next level of support from Enterprise Ireland.

LEO's offer a wide range of experience, skills and services, providing advice, business information, training, networking, mentoring and financial supports.

#### 1.2 Format of Start Your Own Business Training Programme

The Start Your Own Business Programme has been designed to address the needs of those wishing to start their own business, or those who have recently starting trading.

#### Aim

The objective is to provide practical support, advice and guidance in a broad range of business areas. This will enable participants gain a working knowledge of how to set up a business and/ or to manage an existing business.

#### **Benefits**

What the programme offers participants:

- 1. How suited are you to run your own business?
- 2. Help you develop a business plan for your own business.
- 3. Introduction to a broad range of business issues facing all those who start and run their own business.
- 4. A business Advisory Service, which provides one to one support to assist you in the development of your business idea.
- 5. A financial planning service which will highlight potential sources of funding and eligibility towards further assistance, such as grants, low interest loans and equity.

#### Content:

- Enterprise & Self Employment
- Market Research
- Who wants to be an entrepreneur
- Taxation
- Finance & Book- Keeping
- Marketing
- Sales and Sales Plans
- Cash Flow Projections
- Legal Implications
- Business Plan Preparation

# 1.3 Programme Delivery

Up to 9 (nine) Start your own Business Training Programmes will take place each year as client demand dictates. They will commence in January, April and September with each course being delivered over 8 sessions.

In the past, courses took place in 3 locations in Louth in physical classrooms in Ardee, Drogheda and Dundalk. While this is a desirable option, it is unlikely that classroom learning will take place in Spring 2021, and possibly further into the year. At this stage, we are recommending that prospective trainers take a flexible approach to delivering training, taking into account changes in Government restrictions to manage the spread of Covid 19.

When preparing your tender, please prepare your document to outline how training will be delivered both in a classroom setting and using alternative means, ie, online training, and please outline associated costs involved in each method.

If learning returns to the classroom, venue hire and refreshments will be provided by Local Enterprise Office. In both scenarios, recruitment of course participants will be the responsibility of Local Enterprise Office Louth.

The successful tenderer will be required to <u>deliver the majority of the programme themselves</u> and where necessary to draw in expertise in relevant areas. Please submit your profile and that of the other training staff who will be involved in the delivery. A follow – up evaluation on each participant six months after the programme concludes is also required.

#### 1.4 Contract Period

The contract will commence in January 2021. The selection of the successful tender will be made in early December 2020. The relevant contracting authority is Local Enterprise Office, Louth County Council and we will enter into a single fixed price contract per course for the duration of one year. This will be reviewed after one year and, subject to agreed satisfactory performance a further one year contract will be offered.

### 1.5 Submission of Tenders

Completed tenders must be received by 5pm on Friday 23<sup>rd</sup> October at the following address or by email to <a href="mailto:training@leo.louthcoco.ie">training@leo.louthcoco.ie</a>

Tenders (Training)
Local Enterprise Office Louth
Louth County Council
Town Hall
Crowe Street
Dundalk
Co Louth

# 1.6 Late Responses

It is the responsibility of respondents to ensure that the tender document is received on time. Under no circumstances can Local Enterprise Office, Louth County Council consider tenders that are received late.

# 2. Evaluation Procedures and Awards Criteria

The contract will be awarded on the basis of the most economically advantageous tender, applying the following weighted criteria:

Criteria	% Weighting
Completeness and clarity of the proposed methodology to deliver the project and proposed overall project management	25
The cost of the contract and value for money	25
Demonstrated understanding of the tender requirements	15
Previous experience of similar types of work and a track record of working with the small business sector by reference to three customer testimonials	15
Skills and experience of proposed personnel	10
A demonstrated ability to meet tight deadlines	10

#### 2.2 Evaluation

Each submission will be assessed by a three person panel in line with Louth County Council's procurement procedures. Following the scoring of tenders under the award criteria, the highest scoring tenders may be required to provide additional details, to verify information supplied, or to make a presentation prior to the selection of a preferred tender. Respondents who have not been successful will be notified after the selection of a preferred tender.

Local Enterprise Office, Louth County Council reserves the right to terminate a contract at any stage, in accordance with the terms of the contract. The Contractor shall be responsible for the delivery of all services provided for, within the Contract on the basis of the agreed costs. Local Enterprise Office, Louth County Council retains the right to withhold payment of fees where a Contractor has failed to meet its contractual obligations in relation to the delivery of services within an acceptable timeframe and/or to an acceptable level of quality. In this regard, Local Enterprise Office, Louth County Council also reserves the right to include an appropriate penalty clause based on agreed service deliverables.

# 2.3 Freedom of Information/Confidentiality

Local Enterprise Office, Louth County Council undertakes to use its best endeavours to hold confidential any information provided by respondents, subject to the obligations under law, including the Freedom of Information Act, 2014. Respondents wishing that any of the information supplied in their tender should not be disclosed should identify this sensitive information clearly and specify the reason for its sensitivity.

Local Enterprise Office, Louth County Council will consult such respondents before making a decision on disclosure of the information concerned on foot of any relevant Freedom of Information request. Local Enterprise Office, Louth County Council also requires that all information made available to the preferred tender in the course of this project be treated in strict confidence, unless indicated otherwise by Local Enterprise Office, Louth County Council in particular instances.

All information (pertaining to participants and their business) provided to you or your company for the purposes of the Programme shall remain strictly confidential.

#### 2.4 GDPR

In processing personal data that we provide to you, you warrant and represent that you are, and shall be for so long as you process any such data, fully compliant with the GDPR and any national implementing legislation ("Data Protection Law") and you agree:

- To only process the personal data on our documented instructions, unless you are required to do so by EU or Irish law. You shall inform us of that legal obligation before processing, unless that law prohibits such information on important grounds of public interest.
- Not to transfer the personal data to a recipient outside the EEA, without our prior written consent, unless the transfer is subject to the terms of a contract incorporating the standard contractual clauses in the form adopted by the European Commission; the recipient is in a country the subject of an adequacy decision by the European Commission; or the transfer is to the US to an entity that is a certified member of the EU-US Privacy Shield scheme.
- To impose a duty of confidentiality on any staff and subcontractors, where applicable, with access to the personal data.
- To implement technical and organisational security measures appropriate to the risks of processing the personal data, including pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, and a process for regularly testing, assessing and evaluating the effectiveness of security measures.
- Not to engage another processor without our prior specific or general written authorisation. In the case of general written authorisation, you shall inform us of any intended changes concerning the addition or replacement of other processors, thereby giving us the opportunity to object to such changes
- To require any sub-processor that you engage to process the personal data on our behalf, to adhere to the same obligations that you undertake in this letter, to ensure such processing meets the requirements of the Data Protection Law, and you will remain fully liable for any breach by a subprocessor of its obligations in relation to the processing of the personal data.
- Insofar as possible, and taking into account the nature of the processing, assist us by appropriate technical and organisational measures to fulfil our obligation to respond to individuals' request to exercise their rights to transparent information, access, rectification, erasure, restriction of processing, objection and portability under Data Protection Law.

- Taking into account the nature of the processing and the information available
  to you, assist us in ensuring compliance with our obligations under Data
  Protection Law in regard to data security; data breach notification to the
  supervisory authority and to individuals; carrying out Data Protection Impact
  Assessments and related consultations with supervisory authorities.
- At our request, delete or return all the personal data to us after the end of the provision of your services, and delete existing copies unless EU or Member State law requires storage of that personal data.
- Make available to us all information necessary to demonstrate compliance with the obligations laid down in Article 28 of GDPR, and allow for and contribute to audits, including inspections, conducted by use or another auditor mandated by us.
- Immediately inform us if, in your opinion, an instruction of ours infringes the GDPR or other EU or Irish data protection provisions.

#### 2.5 Tax Clearance Compliance

It will be a condition of any services contract pursuant to this competition that the successful tenderer shall, for the term of such contract, comply with all applicable EU and domestic tax laws. The tenderer is referred to <a href="www.revenue.ie">www.revenue.ie</a> for further information. Prior to the award of any services contract arising out of this competition, the successful tenderer shall be required to supply its Tax Clearance Access number and Tax reference number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

#### 2.6 Insurance

The successful Tenderer will be required to hold an appropriate level of Professional Indemnity Insurance

#### 2.7 Payment Schedule

Payments made by Local Enterprise Office, Louth County Council are governed under Prompt Payment Legislation. Tenderers are required to state if they require payment terms outside the scope of the Act. A payment schedule, will be negotiated between the parties at contract commencement, and will form part of the agreed contract.

# 2.8 Intellectual Property

Tenders should note that all information and intellectual property (e.g. concepts, guidelines etc.) generated from the delivery of services remain the property of the Local Enterprise Office, Louth County Council and should be returned to Local Enterprise Office Louth at its request or on termination of any contract and may not be used/distributed by the service provider without prior consent of Local Enterprise Office, Louth County Council.

